



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 7, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: PARK-AND-RIDE LOTS
SECURITY SERVICES
(SUPERVISORIAL DISTRICTS 1, 3, AND 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services can be more economically performed by an independent contractor than by County employees.
2. Award the contract for Park-and-Ride Lots Security Services to US Metro Group, Inc., located in Los Angeles, California, and direct the Chairman to execute the contract. The contractor's compensation for the three-year term commencing on September 1, 2007, will not exceed \$746,929.26. The County may exercise up to two 1-year renewal options with annual compensation not to exceed \$248,976.42. The total contract period may not exceed five years. The necessary funds are available in the Supervisorial Districts' 1, 3, and 5 Proposition A Local Return Transit Programs included in the Fiscal Year 2007-08 Transit Enterprise Fund Budget.
3. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, the contractor has successfully performed the previous contract period and the services are still required; to approve contractor's entity change in accordance with your Board's policy on contractor merger/acquisitions; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend the contract work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to continue providing unarmed security service at the County's Acton, Fairplex, Ventura, Via Verde, and Pacific Coast Highway Park-and-Ride Lots. The weekly allocation of coverage is as follows: Acton, 92.5 hours; Fairplex, 90 hours; Ventura, 60 hours; Via Verde, 65 hours; and Pacific Coast Highway, as needed. The trained, unarmed security personnel will protect the commuting public using the park-and-ride lots from crime; safeguard vehicles against fire, theft, vandalism, and illegal entry; and report illegal or injurious acts to local authorities. Security officers will provide lot patrons with information and other assistance when necessary. The Department of Public Works has contracted for this service since 1993.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), Children and Families' Well-Being (Goal 5), Community Services (Goal 6), and Public Safety (Goal 8). Unarmed security service at park-and-ride lots will protect the commuting public from crime. The recommended independent contractor is more cost-effective than the same service if provided by County employees.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The recommended contract is based on the contractor's particular skills, experience, and will benefit the general public and result in a cost savings to the County. The contract is for an amount not to exceed \$746,929.26 for the initial three-year term and \$248,976.42 for each of two option-years, plus 25 percent for unforeseen, additional work within the scope of the contract. These amounts are based on the contractor's hourly rates and the Department of Public Works' estimates of hourly service utilization.

The necessary funds are available in the Supervisorial Districts' 1, 3, and 5 Proposition A Local Return Transit Programs included in the Fiscal Year 2007-08 Transit Enterprise Fund Budget.

This Proposition A contract does not allow for cost-of-living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is US Metro Group, Inc., located in Los Angeles, California. This contract will commence on September 1, 2007, for a period of three years. With your Board's delegated authority, the Director of Public Works may renew the contract for two 1-year renewal options, for a total contract period not to exceed five years.

The contractor is in compliance with your Board, Chief Executive Office, and County Counsel requirements.

The attached contract (Attachment A) has been executed by the contractor and approved as to form by County Counsel.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is the Department of Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, terms and conditions, and/or duration.

The Director of Public Works may approve mergers, acquisitions, and other changes of form of entity or assignment in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

The Department of Public Works obtained information concerning the proposed contractor's history of Labor Law compliance from the State of California. No unadjudicated complaints or adverse adjudications were reported.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 (b) (4) of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On March 29, 2007, the Department of Public Works solicited proposals from 188 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on March 29, 2007, to the appropriate union for review before being released to the public. The union has not asked to meet with the Department of Public Works regarding this solicitation.

On April 26, 2007, nine proposals were received. The proposals were first reviewed to ensure they met the minimum requirements of the RFP. Two proposals were disqualified for not meeting the minimum requirements. One proposal was conditioned on "exceptions" to insurance and other requirements, and was rejected as nonresponsive. One proposer withdrew its proposal from the evaluation process. Five qualifying proposals met the mandatory minimum requirements and were evaluated by an evaluation committee consisting of the Department of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and payroll recordkeeping. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, US Metro Group, Inc., located in Los Angeles, California.

Attachment C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and County Code Chapter 2.121 (Contracting with Private Business). The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

The Department of Public Works has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay a living wage to its full-time employees providing County services the revised Living Wage of \$11.84 without health benefits.

Using methodology approved by the Auditor-Controller, the Department of Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, the Department of Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

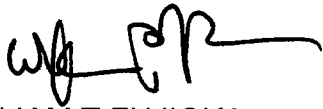
The commuting public benefits from the safer parking lots that result from these security services. The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
August 7, 2007
Page 6

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your Board's files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal stroke extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

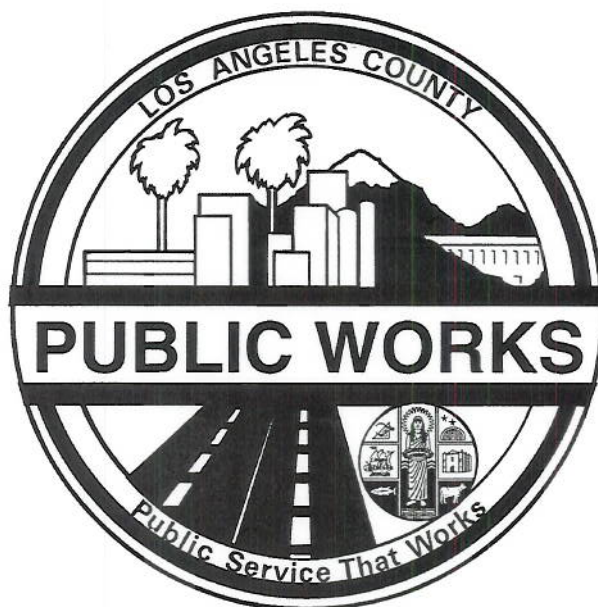
WTF:DLW
GZ:dw

Attachments (3)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Programs Development)

BOARD EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

US METRO GROUP, INC.

FOR

PARK-AND-RIDE LOTS SECURITY SERVICES

76317

TABLE OF CONTENTS

AGREEMENT FOR PARK-AND-RIDE LOTS SECURITY SERVICES

	PAGE
AGREEMENT	1-3
EXHIBIT A Scope of Work	A.1-23
EXHIBIT B Service Contract General Requirements	
Section 1 Interpretation of Contract	
A. Ambiguities or Discrepancies	B.1
B. Definitions	B.1
C. Headings	B.3
Section 2 Standard Terms and Conditions Pertaining to Contract Administration	
A. Amendments.....	B.4
B. Assignment and Delegation	B.4
C. Authorization Warranty	B.5
D. Budget Reduction	B.5
E. Complaints	B.5
F. Compliance with Applicable Laws	B.6
G. Compliance with Civil Rights Laws	B.6
H. Confidentiality	B.7
I. Conflict of Interest	B.7
J. Consideration of Hiring County Employees Targeted for Layoffs or Reemployment List	B.7
K. Consideration of Hiring GAIN/GROW Participants.....	B.8
L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.8
M. Contractor's Charitable Activities Compliance	B.8
N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
O. County's Quality Assurance Plan	B.9
P. Damage to County Facilities, Buildings, or Grounds	B.9
Q. Employment Eligibility Verification	B.10
R. Facsimile Representations.....	B.10
S. Fair Labor Standards	B.10
T. Governing Laws, Jurisdiction, and Venue	B.11
U. Nondiscrimination and Affirmative Action	B.11
V. Nonexclusivity	B.12
W. No Payment for Services Provided Following Expiration Termination of Contract	B.12
X. Notice of Delays	B.12
Y. Notice of Disputes	B.13
Z. Notice to Employees Regarding the Federal Earned Income Credit ..	B.13
AA. Notices	B.13
BB. Publicity	B.13

	CC.	Public Records Act	B.14
	DD.	Record Retention and Inspection/Audit Settlement	B.14
	EE.	Recycled-Content Paper Products	B.16
	FF.	Subcontracting	B.16
	GG.	Validity	B.17
	HH.	Waiver	B.17
	II.	Warranty Against Contingent Fees	B.18
Section 3		Terminations	
	A.	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.19
	B.	Termination for Convenience	B.19
	C.	Termination for Default	B.20
	D.	Termination for Improper Consideration	B.21
	E.	Termination for Insolvency	B.21
	F.	Termination for Nonadherence of County Lobbyists Ordinance	B.22
	G.	Termination for Nonappropriation of Funds	B.22
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.23
	B.	Cooperation	B.23
	C.	Cooperation and Collateral Work	B.23
	D.	Equipment, Labor, Supervision, and Materials	B.23
	E.	Gratuitous Work	B.23
	F.	Jobsite Safety	B.23
	G.	Labor	B.24
	H.	Labor Law Compliance	B.24
	I.	Overtime	B.24
	J.	Permits/Licenses	B.24
	K.	Prohibition Against Use of Child Labor	B.24
	L.	Public Convenience	B.25
	M.	Public Safety	B.25
	N.	Quality of Work	B.25
	O.	Quantities of Work	B.25
	P.	Safety Requirements	B.25
	Q.	Storage of Materials and Equipment	B.25
	R.	Transportation	B.26
	S.	Work Area Controls	B.26
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.27
	B.	Indemnification	B.27
	C.	Workplace Safety Indemnification	B.28
	D.	General Insurance Requirements	B.28
	E.	Compensation for County Costs	B.30
	F.	Insurance Coverage Requirements for Subcontractors	B.30
	G.	Insurance Coverage Requirements	B.30

Section 6	Contractor Responsibility and Debarment	
	A. Responsible Contractor	B.32
	B. Chapter 2.202 of the County Code	B.32
	C. Nonresponsible Contractor	B.32
	D. Contractor Hearing Board	B.32
	E. Subcontractors of Contractor	B.33
Section 7	Compliance with the County's Jury Service Program	
	A. Jury Service Program	B.34
	B. Written Employee Jury Service Policy	B.34
Section 8	Safely Surrendered Baby Law Program	
	A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.36
	B. Notice to Employees Regarding the Safely Surrendered Baby Law ..	B.36
Section 9	Compliance with the County's Living Wage Program	
	A. Living Wage Program	B.37
	B. Payment of Living Wage Rates	B.37
	C. Contractor's Submittal of Certified Monitoring Reports	B.38
	D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims	B.39
	E. County Auditing of Contractor Records	B.39
	F. Notifications to Employees	B.39
	G. Enforcement and Remedies	B.40
	H. Use of Full-Time Employees	B.41
	I. Contractor Retaliation Prohibited	B.42
	J. Contractor Standards	B.42
	K. Neutrality in Labor Relations	B.42
Section 10	Local Small Business Enterprise (SBE) Preference Program.....	B.43

EXHIBIT C	Internal Revenue Service Notice 1015
EXHIBIT D	Safely Surrendered Baby Law Posters
EXHIBIT E	Contract Discrepancy Report
EXHIBIT F	Notice of Proposed Liquidated Damage
EXHIBIT G	County-Issued Equipment Inventory
EXHIBIT H	Statement of Loss of County-Issued Equipment
EXHIBIT I	Performance Requirement, Summary
EXHIBIT J	Lot Usage Reports

BOARD EXECUTE

AGREEMENT FOR

PARK-AND-RIDE LOTS SECURITY SERVICES

THIS AGREEMENT, made and entered into this 7TH day of AUGUST, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and US METRO GROUP, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 26, 2007, hereby agrees to provide services as described in the attached specifications for Park-And-Ride Lots Security Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Contract Discrepancy Report; Exhibit F, Notice of Proposed Liquidated Damage; Exhibit G, County-Issued Equipment Inventory; Exhibit H, Statement of Loss of County-Issued Equipment; Exhibit I, Performance Requirements Summary; Exhibit J, Lot Usage Reports; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$746,929.26 for the initial 3 year-term and \$248,976.42 for each option year, or such greater amount(s) as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of three years commencing on September 1, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from the expiration of term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions that may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Ben Yaroslansky*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



By *[Signature]*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *[Signature]*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27

AUG 07 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

US METRO GROUP, INC.

By *[Signature]*
Its President

Charles Kim

Type or Print Name

By *[Signature]*
Its Secretary

Mike Sim

Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On JULY 12, 2007 before me, LOUISE NIX
(here insert name and title of the officer)

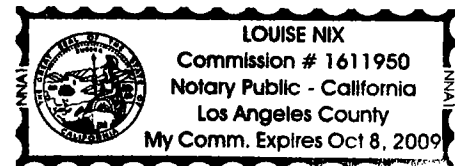
personally appeared CHARLES KIM and MIKE SIM

personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Louise Nix

Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement For Park & Ride
(Title or description of attached document)

Lots Security Services
(Title or description of attached document continued)

Number of Pages 3 Document Date N/A

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

President & Secretary
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

SCOPE OF WORK

PARK-AND-RIDE LOT SECURITY SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Arnel Dulay of Programs Development Division, who may be contacted at (626) 356-5909, e-mail address: adulay@dpw.lacounty.gov, Monday through Thursday 6:45 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

Park-and-Ride Lots:

1. Acton Park-and-Ride
730 West Sierra Highway
Acton, CA 93510
2. Fairplex Park-and-Ride
1810 and 1819 Gillette Road
Pomona, CA 91768
3. Pacific Coast Highway Park-and-Ride (only upon request)
1345 West Pacific Coast Highway
Los Angeles, CA 90744
4. Ventura Park-and-Ride
10801 Ventura Boulevard
Studio City, CA 91604
5. Via Verde Park-and-Ride
21320 Via Verde Road
San Dimas, CA 91773

In addition to the above five Park-and-Ride Lots noted (hereinafter referred to as Park-and-Ride Lots), additional lots and/or assigned hours may be added, changed, or deleted during the contract period by the Contract Manager. Any change will be made jointly between the Contractor and the Contract Manager, within the terms of this Contract.

Any additional hours will be paid at the average hourly rates reflected in Form PW-2, Schedule of Prices, for the Park-and-Ride Lots. If Service is requested at an additional Park-and-Ride Lot by the Contract Manager, Service will be

provided by the Contractor at the average rate reflected in Form PW-2, Schedule of Prices, if the hourly rates for each lot are different.

C. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of Service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing assured Service to the County in the event of Contractor's employees striking.

D. Contractor Performance Requirements

The County will evaluate the Contractor's performance under this contract using the Performance Requirements Summary specified in Exhibit I, or such procedures as may be necessary to ascertain Contractor compliance with this Contract.

E. Description of Services to be Performed

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.

1. Basic Function

Security Officers shall protect the public, who use the Park-and-Ride Lots, from bodily harm; safeguard the public's vehicles against fire, theft, vandalism, and illegal entry; and provide information and other assistance when necessary.

Security Officers shall perform a patrol loop around their assigned Park-and-Ride Lots at least once every hour. The Contractor shall provide and install guard patrol verification technology (such as Detex or Contract Manager approved equal) to ensure the integrity of the patrolling activities. The guard tour system shall track the Security Officer's patrol of the Park-and-Ride Lots at a minimum of four corners. The Contract Manager will approve specific locations.

2. Statement of Performance Standards

Security Officers Shall :

- a. Not eat at the Park-and-Ride Lots except during their break and lunch times.
- b. Not read or use personal radios, televisions, audio players, lap top computers, or any handheld computer devices at their posts at any time.
- c. Remain awake, alert, and attentive during their shifts, without exception.
- d. Wear their badges and be in full uniform as outlined in this Exhibit's Paragraph J, Contractor Furnished Items.
- e. Not remove or borrow County materials and equipment or items owned by the public who use the Park-and-Ride Lots.
- f. Not leave their assigned post until properly relieved.
- g. Present themselves in a businesslike demeanor at all times. Excessive socializing with the public during the officer's working hours is to be discouraged.
- h. Maintain their post desk and Security Officers' guard shack in a neat and presentable appearance.

3. Hours and Days of Service

Contractor shall provide uniformed, unarmed, trained Security Officers at each Park-and-Ride Lot during the days and hours shown below.

Acton Park-and-Ride Lot – Monday through Friday, 4 a.m. to 10:30 p.m.

Fairplex Park-and-Ride Lot – Monday through Saturday, 5 a.m. to 8 p.m.

Pacific Coast Highway Park-and-Ride Lot – Only upon request.

Ventura Park-and-Ride Lot – Monday through Friday, 6 a.m. to 6 p.m.

Via Verde Park-and-Ride Lot – Monday through Friday, 6 a.m. to 7 p.m.

Service shall not be provided on the following major holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Whenever one of these holidays occur on a Saturday or Sunday, and is celebrated on the preceding Friday or the following Monday, Service shall operate on a normal schedule on the date of the celebrating the holiday. For example, if Independence Day falls on a Sunday, but is celebrated on Monday (July 5), normal Service shall be provided on Monday July 5. Likewise, if Independence Day falls on a Saturday, but is celebrated on Friday (July 3), normal Service shall be provided on Friday, July 3. The days and hours of Service are subject to change at anytime at the Contract Manager's discretion.

At its own discretion, but in conformance with the County's Living Wage Program, the Contractor may provide security services using one, two, or three shifts per day. However, the same Security Officers shall be provided on a daily basis unless substitutes are needed due to absence or illness.

4. Examples of Duties

Security Officers shall be assigned to patrol their assigned Park-and-Ride Lot for the purpose of detecting and preventing individuals or groups from committing illegal acts or acts which are injurious to others or the property. During their patrol, Security Officers shall be required to check in at the guard verification stations to ensure that patrolling is being performed.

Additional duties may include, but are not limited to, the following:

- Standing or walking for an entire shift.
- Running for short distances.
- Activating fire emergency procedures.
- Contacting and reporting incidents to law enforcements.
- Closing, opening, locking, and unlocking gates.
- Assisting patrons.

5. Knowledge and Skills

Security Officers shall be able to read, write, and speak in English; prepare clear and concise reports; and remember facts and details

concerning specific situations. Security Officers shall possess a basic understanding of the principles of self-defense and public restraint procedures. Security Officers shall be able to communicate effectively with individuals and the general public. Security Officers shall have the ability to react quickly, take command in emergency situations, and use good judgment and discretion in handling an unruly or trespassing public.

6. Attendance

Security Officers shall be punctual and have regular attendance. In the event that the scheduled Security Officer is not going to report on time for the shift, the Contractor shall so advise the Contract Manager prior to the scheduled starting time. In addition, the Contractor shall provide a substitute Security Officer within an hour of the scheduled starting time.

Security Officers shall have sign-in sheets that indicate the date, name, time of arrival, and time of departure. The sign-in sheets shall indicate the actual time, not the scheduled time of arrival and departure. The Contractor's supervisor shall sign these sheets when they conduct a supervision check of the Security Officers and collect the sign-in sheets on a weekly basis. Contractor shall compile all the sign-in sheets and send them to the Contract Manager along with the monthly invoice packets.

7. Reports and Logs

a. Daily Log Sheet

Security Officers shall prepare and submit a daily security log sheet to their supervisor. The Contractor shall compile and submit the daily security log sheets to the Contract Manager every month.

Security log sheets shall include, but are not limited to, times for the beginning and end of the daily shift and times and the nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes. Security Officers shall log the description of and license plate number of vehicles that may be considered suspicious and/or those that have no apparent business within the Park-and-Ride Lots. If more than one Security Officer is utilized, each Security Officer shall complete this report for each shift.

Security Officers shall report immediately to the Contract Manager any incidents involving the discharge of firearms, bodily injury, maintenance problems, (i.e., running or leaking water, excessive litter, outgrowths of weeds, nonupkeep of the lot, and nonupkeep of the chemical toilets) or involvement of fire, law enforcement, and

health authorities. Additionally, the Security Officer shall communicate with the Contract Manager within two hours after the start of the next County workday any incidents concerning the events outlined above.

b. Patrol Verification Reports

Security Officers shall patrol the Park-and-Ride Lot at least once every hour and check in at each location where the guard tour verification technology is installed. Contractor shall submit this report to the Contract Manager on a monthly basis.

c. Lot Usage Report

Security Officers shall complete a Lot Usage Report (Exhibit J), which shows the number of vehicles using the Park- and-Ride Lot per day. The Contractor shall compile the data for the Park-and-Ride Lots for the entire month and e-mail the Lot Usage Reports to the Contract Manager at the end of each month.

8. Supervisor's Responsibilities

The Contractor's Supervisor shall attempt to resolve all routine questions concerning the assignments. Where unresolved questions arise, the supervisor shall contact the Contract Manager for advice. In the event of an emergency, the Security Officer on duty shall notify their supervisor no later than one hour after the emergency has occurred. The supervisor shall also inform the Contract Manager of the emergency no later than one hour after being informed.

9. Office for Inquiries and Complaints

The Contractor shall provide a responsible person(s) to take any necessary action regarding all inquiries and/or complaints that may be received from the public regarding the Security Officers and the Park-and-Ride Lots. This/These person(s) shall be available during service hours. An answering service or machine shall not be considered an acceptable substitute for full-time telephone coverage.

The Contractor shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be made available to the Contract Manager upon request.

F. Contractor Employee Criteria

1. Security Officer General Requirements

Security Officers shall :

- a. Be unarmed, trained, and uniformed .
- b. Possess the writing skills for taking notes and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security Officers and supervisors shall be able to read, speak, write, and understand English.
- c. Satisfactorily have completed the State of California Security Training requirements for security officers.
- d. Be over the age of 18 years old.
- e. Have a working knowledge of pertinent Penal Code Sections; i.e., powers of arrest, etc.
- f. Be registered and certified by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) and shall fulfill any other State or local license requirements.
- g. Possess the following:
 - 1) State of California Guard Registration Card.
 - 2) Valid California Class "C" driver's License.
 - 3) Social Security card.
 - 4) If a Veteran, a Selective Service Card or military discharge papers (DD214).
 - 5) BSIS-issued Baton Permit.
 - 6) Drug testing, credit, criminal, and Department of Motor Vehicles background investigation reports as well as employment verification, including any periods of unemployment in the last ten years.
 - 7) Red Cross certification in first aid.

- 8) Red Cross or American Heart Association certification in cardiopulmonary resuscitation (CPR).
- h. Be in good physical condition and able to carry out the requirements of this Contract.
- i. The Contractor shall provide a resume to the Contract Manager on each Security Officer submitted for employment under this Contract. Resume requirements are outlined in this Exhibit's paragraph N, Special Criteria for Security Personnel.
- j. All Security Officers provided to work shall meet the requirements of this Contract and shall be so certified to the Contract Manager, in writing at least one working day prior to assignment as a Security Officer to the Park-and-Ride Lots.
- k. No Security Officer shall be assigned to a shift before receiving at least four hours' on-site training (paid by Contractor at least the living wage rate) from the Contractor's supervisory employee.
- l. All full-time Security Officers assigned to this Contract shall limit any outside employment to no more than 24 hours per week.

2. Failure to Meet Qualifications

At the request of the Contract Manager, the Contractor shall remove from work any Security Officer who fails to meet the aforementioned requirements under this Contract. The Contractor shall immediately replace any Security Officer thus removed in order to continue the required service levels.

G. Other Contractor Obligations

1. Employee Fitness

By placing Security Officers at the Park-and-Ride Lots, the Contractor is certifying that those persons assigned are in a sound physical and emotional health to perform the duties required.

2. Contract Inspections

The Security Officers' guard shack at the Park-and-Ride Lots used by the Security Officers shall be accessible and subject to inspection by the Contract Manager at any time.

3. Inspections by Other Agencies

The Security Officers' guard shack for the Park-and-Ride Lots used by the Security Officers shall be subject to inspection by other public entities responsible for inspection of other County and public facilities.

4. Replacement

The Contractor shall be responsible for any County equipment issued to the Contractor. Upon termination of this Contract, all County-issued equipment shall be returned. The Contractor shall be liable for loss or damage other than normal wear and tear of said equipment.

5. Security of Supplies and Equipment

The Contractor shall be responsible for and shall provide security for all County-issued supplies and equipment under the Contractor's control or use during the term of this Contract.

6. Other Contractor's Security Requirements

a. The following security regulations are required:

- 1) The Contractor's employees shall not bring visitors, weapons, or contraband into the Park-and-Ride Lots. Security Officers and their Security Officers' shacks shall be subject to search by law enforcement officers. Security Officers shall conduct themselves in a professional manner at all times and shall not cause any disturbance at the Park-and-Ride Lots.
- 2) The Contractor shall report to the Contract Manager within 24 hours for any accidents and/or loss of County-issued equipment, supplies, etc.
- 3) Within one month of the start of this Contract, the Contractor shall provide the Contract Manager with an updated list of employees' names who can be assigned to the Park-and-Ride Lots. The list shall include age, address, classification, Social Security number, date of birth, driver's license number, and length of service with the Contractor.

b. The Contractor shall ensure a high standard of conduct for its Security Officers. Examples of conduct considered to be unsuitable are:

- 1) Vacating assigned post without authorization.
- 2) Leaning against walls, doors, cars, etc.
- 3) Idle talk with other security personnel, Park-and-Ride Lot patrons, or others.
- 4) Illegal conduct or actions.
- 5) Reading newspapers, magazines, or other nonwork-related materials.
- 6) Listening to radios, TVs, cassette tapes, or CDs.
- 7) Wearing of headphones.
- 8) Rude or inconsiderate acts to County employees and/or to the public.
- 9) Using cellular phones, laptop computers, or other handheld devices for personal business .

7. Emergency Conditions at Facility

In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the Contract Manager, law enforcement, or emergency personnel. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

H. Contract Administration

1. Role of County Staff: Contract Manager

The County Contract Manager and associated staff will be made available to the Contractor to answer questions and provide the necessary liaison between the Contractor and the County. In the case of disputes arising from the quality of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff

a. Supervisor

The Contractor shall assign a supervisor to this Contract who shall be responsible at all times for the supervision of all employees assigned to this Contract and shall also be the liaison between the Contractor and the Contract Manager. The Contractor's contract supervisor may not be designated as the Contract Director.

b. Contract Director

The Contractor shall provide the name of the Contract Director who shall be responsible for this Contract. The Contractor shall provide a telephone number(s) where the Contract Director may be reached on a 24-hour-per-day, year-round basis. If the Contract Director is not available at the time of a call, he/she shall return the call on the same day that it is received.

The Contract Director shall provide overall management and coordination of this Contract, including questions that may arise regarding invoicing, security officer attendance, claims, and all other issues that may come up with this Contract. The Contract Director shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.

The Contract Director shall have at least five years' previous experience in the management and operation of security services. The Contract Director shall be able to read, write, speak, and understand English.

c. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

I. County-Furnished Items

The County will provide, at no cost to the Contractor, a guard shack at each of the Park-and-Ride Lots for the Contractor's use. The Contractor shall be prohibited from using the Security Officers' guard shack and the Park-and-Ride Lot facilities to conduct business interests that are not related to the performance of this Contract. However, equipment used by Contractor in the performance of the contract may be temporarily secured, at Contractor's risk, in the Park-and-Ride Lots' guard shacks. County will also provide portable chemical toilets for Park-and-Ride Lots that do not have restroom facilities for the Contractor's use.

1. Equipment Inventory

Prior to the Contract startup, the Contractor and Contract Manager shall prepare a County Issued Equipment Inventory (Exhibit G) on which both shall sign an agreement to the specific items of equipment and the condition of each item. The condition of the County-issued equipment shall be monitored by a Quality Assurance Evaluator, and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit E) will be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by the Contract Manager.

2. Equipment/Facilities Alterations

The Contractor shall not make any alterations to any County-issued equipment and/or Park-and-Ride Lots except with the written permission of the Contract Manager.

J. Contractor-Furnished Items

The Contractor shall provide at no cost to the County the following:

1. Security Officer Uniform

The Contractor shall furnish uniforms for the Security Officers assigned to this Contract. The uniforms worn by the Security Officers shall be approved in advance by the Contract Manager. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:

- a. Trousers/skirt
- b. Shirt/blouse
- c. Belt
- d. Socks
- e. Shoes
- f. Shoulder patches
- g. Hats and/or caps (optional)

2. Identification Badges

The Contractor shall issue its employees identification badges, which shall be in full compliance with all requirements of the Los Angeles County Code and State regulations. It is mandatory that each of the Contractor's employees wear the identification badge while working at the Park-and-Ride Lots. The location on the identification badge shall be approved by the Contract Manager.

3. Equipment

Security Officers shall be equipped with the following items, which will not be furnished, maintained, or paid for by the County:

- a. Sam Brown belt
- b. Handcuff case
- c. Four keepers
- d. Key snap
- e. One heavy-duty, 3- or 5-cell flashlight
- f. One set of handcuffs, with key
- g. Name tag
- h. Photo identification badge
- i. Baton ring
- j. One baton
- k. Rain gear (as needed)
- l. Standard first aid kit
- m. Camera with flash

4. Working Materials

The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no expense to the County. All materials required to perform this Contract and otherwise not mentioned as being provided by the County shall be provided by the Contractor at its expense.

5. Communication Equipment

The Contractor shall provide a cellular phone to the Security Officer(s) who would be assigned at each of the Park-and-Ride Lots to be used for contacting their supervisor, the Contract Manager, and law/emergency personnel. The Contractor shall provide the cellular phone numbers to the Contract Manager at the start of this Contract.

K. Specific Tasks

The following is a list which includes, but is not limit to, tasks that are expected of the Contractor.

1. Security Officer Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a Security Officer:

- a. Report to work on time.

- b. Be courteous.
- c. Maintain good personal appearance.
- d. Maintain good uniform appearance.
- e. Monitor Park-and-Ride Lot usage.
- f. Patrol the Park-and-Ride Lots every hour for, the purpose of detecting and reporting to local authorities any individual or group, who are committing acts that are injurious to others or to property.
- g. Immediately report to local authorities any injurious acts.
- h. Report to local authorities any individual who possesses a weapon on the property.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- j. Open/Close and lock/unlock gates as directed by the Contract Manager.
- k. Reduce and/or turn off Park-and-Ride lighting and heating as required or directed by the Contract Manager.
- l. Patrol the Park-and-Ride Lot every hour and check in at each guard verification tour station.
- m. Ensure that only authorized personnel are permitted access to closed or restricted facilities or restricted areas, and detain any unidentified or unauthorized individuals within those restricted areas.
- n. Respond to reports of ill or injured persons, render first aid and CPR, and notify emergency personnel if further assistance is considered necessary or desirable.
- o. Immediately relay reports of bomb threats to the supervisor and the Contract Manager.
- p. Assist law enforcement personnel in bomb searches.
- q. Report malfunctioning equipment, liquid spills, and other such matters to the Contract Manager.

- r. Investigate questionable acts and/or behavior observed or reported on the Park-and-Ride Lot premises and question witnesses and suspects to ascertain or verify facts.
- s. Request local authorities to pursue, apprehend, and detain persons suspected of damaging County or private property and/or injuring County employees or patrons of the Park-and-Ride Lots.
- t. Have a working knowledge in the care and use of a side-handled baton.
- u. Have a working knowledge of self-defense and restraint procedures.
- v. Communicate effectively with individuals and the general public.
- w. React quickly and take command of an emergency situation.
- x. Use good judgment and discretion in handling the unruly or trespassing public.
- y. Remember facts and details concerning specific situations.
- z. Prepare and submit incident reports.
- aa. Complete nonemployee injury reports.
- bb. Maintain logs and reports.
- cc. Provide escort services.
- dd. Assist law enforcement personnel.
- ee. Hold over at the facility until properly relieved.
- ff. Take photographs of any incident that occurs in the Park-and-Ride Lots.
- gg. Not allow their certifications and licenses to expire.
- hh. Prevent loitering on the Park-and-Ride Lots.
- ii. Prevent solicitation on the Park-and-Ride Lots.
- jj. Report to local law enforcement overnight camper/trailer parking on the Park-and-Ride Lots.

- kk. Report to local law enforcement cars parked over 72 hours (for towing).
- ll. Prevent any unauthorized commercial/industrial vehicles within the Park-and-Ride Lots.
- mm. Ensure vehicles are parked in the designated parking areas.
- nn. Upon request of the Contract Manager, disseminate information, including but not limited to, informational flyers and written warnings about parking practices. The Security Officers shall not hand out any information that is not approved by the Contract Manager.
- oo. Assist patrons in obtaining tow company phone numbers. The Security Officers shall not recommend one tow company over another.
- pp. Report any broken or malfunctioning equipments at the Park-and-Ride Lots to the Contract Manager. (i.e., lights, heaters, signs, sprinklers, drinking fountains, toilets, etc.)

2. Supervisor Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of the Contractor Supervisor. The Supervisor shall:

- a. Immediately respond to emergencies at the Park-and-Ride Lots.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper security coverage at Park-and-Ride Lots.
- e. Provide directions and instructions to post and/or patrolling officers by making rounds and observing Security Officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct Security Officers in proper methods and explain conditions under which deviations are permissible.
- g. Respond to requests of Security Officers for assistance.

- h. Exercise leadership ability.
- i. Maintain good personal appearance.
- j. Update and explain post procedures.
- k. Have a working knowledge of cellular phone procedures.
- l. Conduct investigations.
- m. Complete all necessary reports specified in this Contract.
- n. Review Security Officer's reports for accuracy.

3. Contract Director's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the Contract Manager.
- c. Respond to Contract Discrepancy Reports.
- d. Establish, with the advice and consent of the Contract Manager, Contract policies, and procedures.
- e. Ensure sufficient availability of Security Officers to cover the requirements of this Contract.

L. Regulations and Forms

1. Regulations

The Contractor and its personnel are required to follow all Federal, State, and local laws that apply to providing of security under this Contract, including laws affecting arrest, as set forth in the California Penal Code, Sections 830.1 through 854. Additional laws include, but are not limited to, the licensing of personnel.

2. Forms

The following is a list of forms (see Exhibits E through H) applicable to this Contract:

- a. Contract Discrepancy Report

- b. Notice of Proposed Liquidated Damage
- c. County-Issued Equipment Inventory
- d. Statement of Loss of County Issued Equipment

M. Performance Requirements Summary

Exhibit I lists the required tasks, which will be monitored by the County during the term of this Contract, the Allowable Quality Level (AQL).

1. Quality Assurance

- a. Each month, the Contractor's performance will be compared to the Contract standards and AQL.
- b. The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:
 - (1) Random sampling.
 - (2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
 - (3) Customer complaints.
 - (4) Management Reports.

2. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the Contract Manager during monitoring does not exceed the number of discrepancies allowed by the AQL.

When the Contract Manager determines the performance is unacceptable, the Contract Manager will initiate a Contract Discrepancy Report (Exhibit E), which will explain in writing the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels, and how recurrence of the problem shall be prevented in the future. The Contract Manager will evaluate the Contractor's explanation and determine if liquidated damages are applicable.

3. Unacceptable Performance

For services monitored by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

4. Contractor Payment

For acceptable performance, the Contractor shall be paid for the total number of hours worked in the previous month. When performance does not conform to the requirements of this Contract, the Contractor may be subject to liquidated damages.

5. Notice of Liquidated Damage

The Contractor will be given written notice of liquidated damages Exhibit F, Notice of Proposed Liquidated Damages, and shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this period, the County will assume Contractor's concurrence.

N. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all Security Officers and Contractor's Supervisors providing services under this Contract.

1. Background Information

The County is particularly concerned with the Security Officer's background. This is due to the nature of the equipment, material, and personnel that the Security Officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment.

2. Background Investigations for Security Officers and Supervisors

Security Officers and Supervisors shall be able to pass the State of California background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department or other appropriate enforcement agency prior to being approved for employment.

Security Officers and Supervisors, who have been involved in any of the following shall not be accepted:

- a. Any felony conviction.
- b. Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
- c. Any military conduct that involved dishonorable discharge, bad conduct, an undesirable discharge, or general discharge involving drug abuse.
- d. Any pattern of irresponsible behavior, including, but not limited to, an unreasonable driving or employment record.

3. Background Investigation by Contractor

The Contractor shall perform a background investigation and submit a resume to the County on each prospective Security Officer and Supervisor. The background investigation and resume shall address the following:

a. General Information

The candidate's name, current address, Security Officer's classification, and date of birth.

b. Employment History

List the candidate's present or last job first, then all jobs held and any period of unemployment in the last ten years. Also list security experience in the last seven years.

c. Military Record

If relevant, all military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Where the candidate does not possess a Selective Service Card or military discharge papers, explain why.

d. Criminal Record

Any criminal record of the candidate shall be shown.

4. Contractor's Experience

- a. The Contract Director shall have an equivalent of two years' paid security management experience.

- b. The Supervisors shall have a minimum of one year security supervisory experience.
- c. Security Officers shall have an equivalent of one year paid security experience.

O. Training

Contractor personnel assigned to this Contract shall not allow their certifications and/or licenses to expire.

P. Utilities

The County will provide electricity at all the Park-and-Ride Lots and water at the Acton Park-and-Ride Lot. The Contractor shall provide cellular phone service for the Security Officers at all the Park-and-Ride Lots.

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Removal of Debris

All debris derived from the Contract services specified herein shall be removed from the Park-and-Ride Lots and properly disposed of at the Contractor's expense. The County will be responsible for the collecting and disposing of trash in trash receptacles at the Park-and-Ride Lots.

S. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements while at Park-and-Ride Lots.

T. Liquidated Damages

- 1. In any case where the Contractor's fails to meet certain specified performance requirements of this Contract, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the prices stated in Form PW-2.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay County, or County may withhold from monies due the Contractor, liquidated damages in the sum indicated in Exhibit I, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit I), the higher service level in the judgment of Public Works shall prevail.

U. Contractor Safety Official

The Contractor shall designate in writing a Contractor Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Contractor Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P:\aspub\CONTRACT\Edwin\Park & Ride Security\7-EXHIBIT A.DOC

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by these this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee: Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing: Any agreement to employ any worker, at any tier, that does not meet the criteria of a subcontractor or direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance

of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and the Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. The County may, at its sole discretion, authorize extensions of time to this Contract's term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. The County will review the Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for the County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Re-employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
- d. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph 2 above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the Comprehensive Environmental Response, Compensation, and Liability Act, the California Health & Safety Code or pursuant to any Federal, State, or local environmental law, regulation or mandate, administrative or judicial. Contractor shall not be obligated to indemnify County for the active negligence of County.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers,

employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply

to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million

- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions

- 4. Property Coverage insurance shall be endorsed naming County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - d. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - e. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring

reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until

County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

1. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a contractor.
2. Contractor shall not terminate a retention employee for the first 90 days of employment under this Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205991

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Governor

Health and Human Services Agency
Granting Authority Secretary

Department of Social Services
Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brundage Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Bob Grubbs, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

The initiative is also supported by the LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde acudir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Contract Manager)

Date: _____ Facility: _____

Employee Name _____

Employee Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before:

Yes _____ No _____ If yes, when? _____

2. Contractor Response (to be completed by Contract Director)

Date received from County _____

Corrective Action _____

Plan to Prevent Recurrence _____

Signed _____ Date _____

Contract Director

3. Return completed form to Contract Manager

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EXHIBIT F

DATE:

TO:

FROM:

SUBJECT: NOTICE OF PROPOSED LIQUIDATED DAMAGE

In accordance with the terms of the Park-and-Ride Lot Security Services for Los Angeles County Department of Public Works for Contract Deviations(s) at:

Facility _____

Date _____

Shift _____

Amount of Deduction _____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Contract Manager at Department of Public Works, 900 South Fremont Avenue, Alhambra, California 91803-1331, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

Attach: Contract Discrepancy Report

Los Angeles County
Department of Public Works

DATE:

TO:

FROM:

SUBJECT: COUNTY-ISSUED EQUIPMENT INVENTORY

I, the undersigned, agree to return to the County upon termination of this Contract for unarmed security at the Park-and-Ride Lots, all items (listed below) issued to me by the County.

I also agree to pay for the replacement of any County equipment issued to me if damaged or lost through negligence, or not returned upon termination of this Contract.

The following equipment was issued to the Contractor:

Date _____

Contract Manager _____

Date _____

Contractor (Firm's Name) _____

Date _____

Contractor's Authorized Signature _____

STATEMENT OF LOSS OF COUNTY-ISSUED EQUIPMENT

I, _____, do hereby report
the loss of the _____.

The _____ was lost /stolen under the following
circumstances, and cannot be found.

Date of Loss _____

Police Agency Reported to _____

Date _____

Contractor (Firm Name) _____

Contractor's Authorized Signature _____

PERFORMANCE REQUIREMENTS SUMMARY

AQL = Allowable Quality Level

Tasks	Performance Indicator	AQL	Method of Monitoring	Liquidated Damage
SECURITY OFFICERS				
1. Must wear uniform and badge.	Visual inspection.	At all times during shift.	Random visual inspections.	\$100 per occurrence
2. Must patrol and monitor the Park and Ride lot at least once every hour during the shift.	Guard Tour Verification technology (Detex or approved equal)	No more than 1 missed patrol of the lot per week.	Guard Tour Verification report	\$50 per occurrence
3. Must prepare the required Daily Log Sheet and Lot Usage Report.	Prepared and filed daily	Daily	Reports/log submittals.	\$50 per third occurrence and subsequent occurrence in a month
4. Must be on time to work and leaving work.	Daily sign in sheets.	No more than 5 minutes of tardiness allowed per shift	Daily Sign -in Sheet and Random Monitoring.	\$100 per third occurrence and subsequent occurrence in a month
5. Must keep all their Contract required certificates and licenses current.	Provide copies of licenses and certifications.	At all times	Management Reports and Random Sampling	\$50 per occurrence per week for expired certificate/license.
6. Must handle complaints from the public.	Complaint log.	At all times	Review of complaint logs.	\$50 per occurrence
7. Must be courteous and provide information to public and others.	Complaint log.	At all times	Review of the complaint logs and random monitoring.	\$50 per second and subsequent occurrence in a month

AQL= Allowable Quality Level

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LOT USAGE REPORT

Via Verde Park and Ride Lot

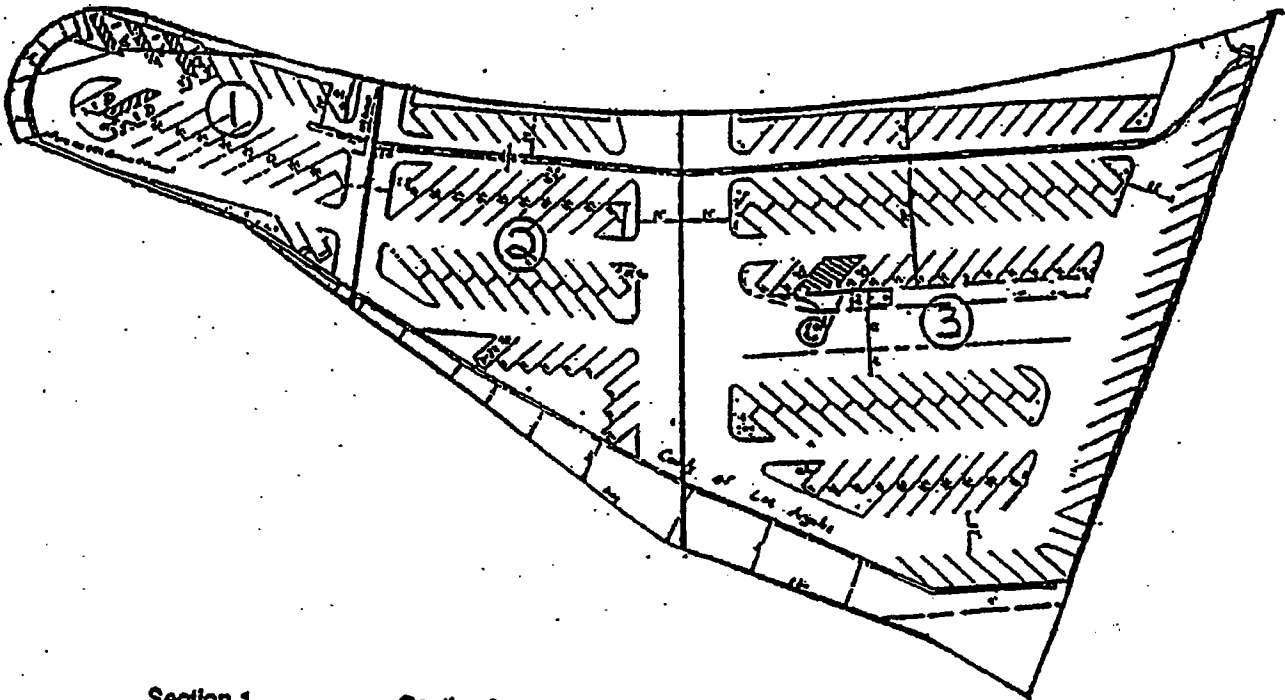
Date of count: _____

Name of Surveyor: _____

Time of count: _____

Total # of stalls = _____

201

Section 1Section 2Section 3Total Sections

____ + ____ + ____ = ____

Comments:

LOT USAGE REPORT

EXHIBIT J

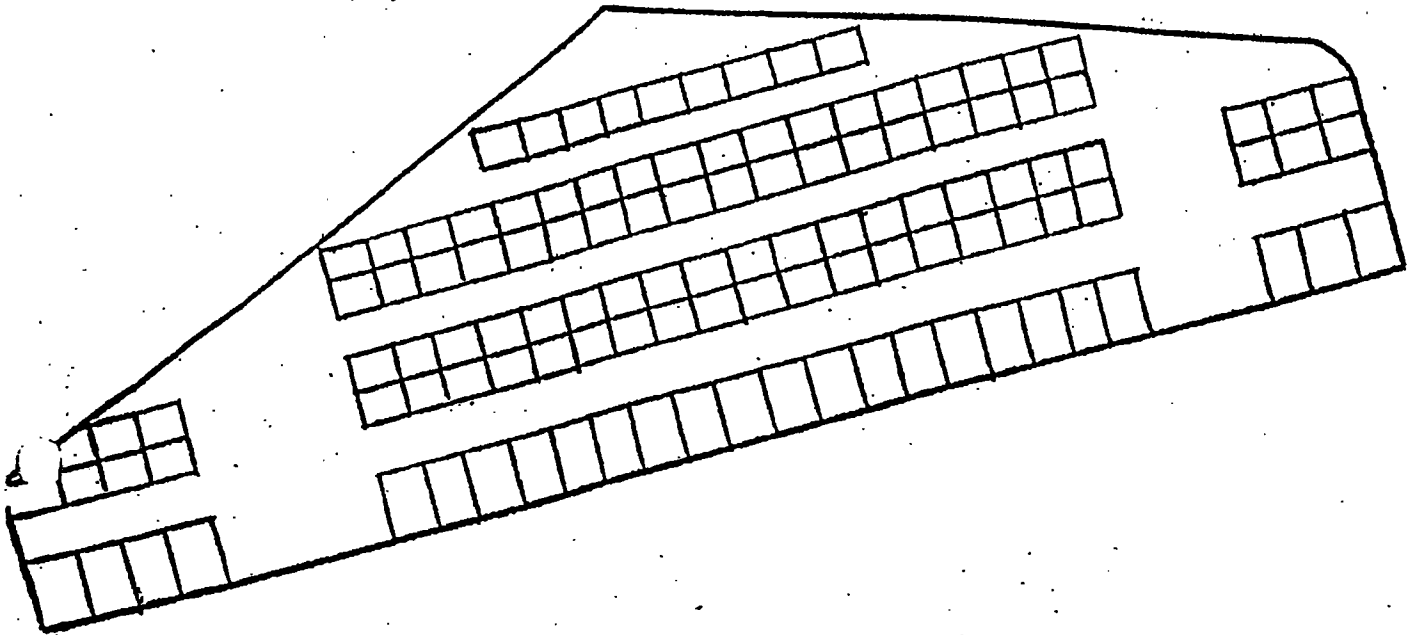
Ventura Park and Ride Lot

Date of count: _____

Name of Surveyor: _____

Time of count: _____

Total # of stalls = 201



Total Number of Cars =

Comments:

LOT USAGE REPORT

Fairplex Park and Ride Lot

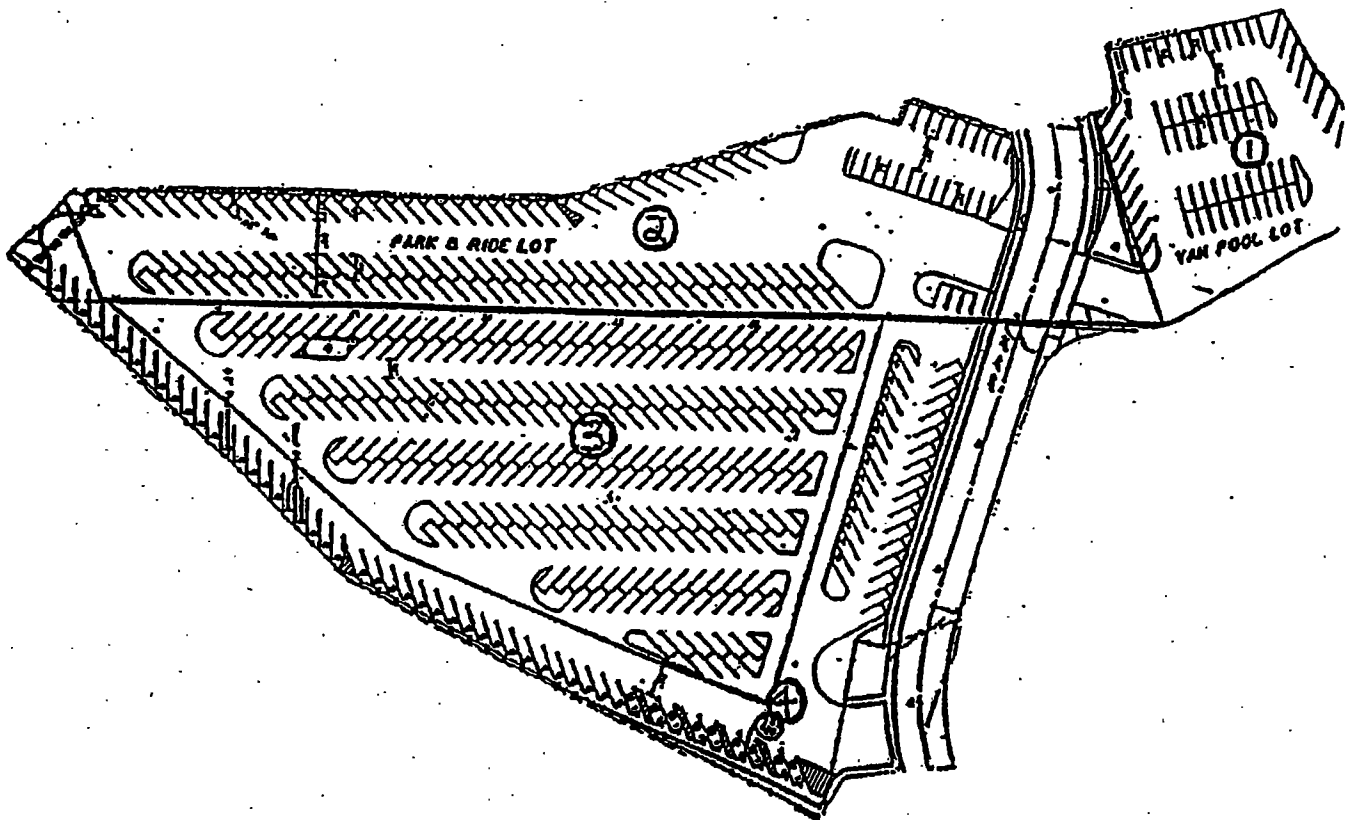
Date of count: _____

Name of Surveyor: _____

Time of count: _____

Total # of stalls = _____

553



Section 1

Section 2

Section 3

Section 4

Total Sections

_____ + _____ + _____ + _____ = _____

Comments:

LOT USAGE REPORT

EXHIBIT J

Pacific Coast Hwy/Figueroa St. Park-And-Ride Lot

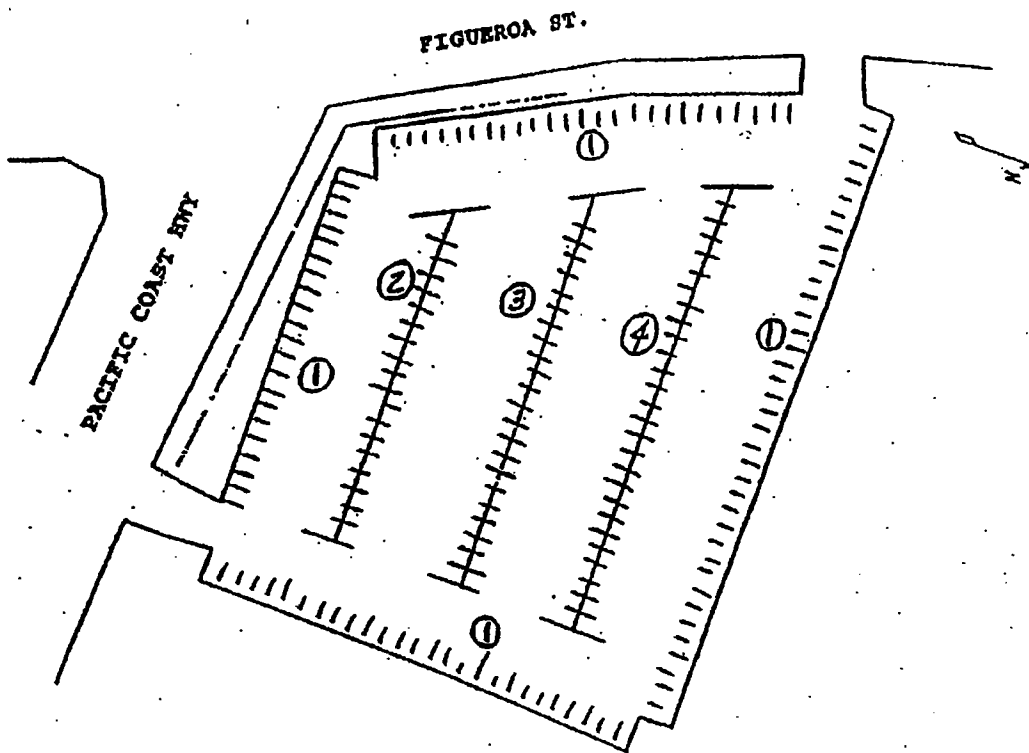
Date of Count: _____

Name of Surveyor: _____

Day of Count: _____

Total No. of Stalls: 244

Time of Count: _____



Section 1

Section 2

Section 3

Section 4

Total

_____ + _____ + _____ + _____ = _____

Comments:



Security Proposal for:
Park-And-Ride Lots Security Services (2007-PA016)

Presented by



Submittal Date:
April 25, 2007

*****Original*****

USMETROGROUP, INC.

Respectfully Submitted:

Michael W. Filibeck
Chief Security Officer

Email: Michael.f@usmetrogroup.com

605 S. Wilton Place Los Angeles, CA 90005
T: 213-382-7310 C: 310-498-9827 F: 213-382-9404



Table of Contents

1. Letter of Transmittal
2. Experience
 - a. Company Profile
 - b. Organizational Chart
 - c. Specific Information and Experience
 - d. Resume – Executive Director of Security
3. Work Plan
 - a. Best Personal
 - b. Best Team Leaders
 - c. Best Supervisors
 - d. Best Management
 - e. Security Officers level 1 to 3
 - f. Security Supervisors
 - g. Security Training Classes
 - h. Work Plan Specifics
4. Quality Assurance
 - a. Quality Assurance Program
 - b. Online Security Management
 - c. GuardTrak
 - d. Online Security Management Features
5. Sub-Contractors
6. Forms
 - a. PW-1 Verification of Proposal
 - b. PW-2 Schedule of Prices
 - c. PW-3 Jury Service Program
 - d. PW-4 Industrial safety record
 - e. PW-5 Conflict of Interest Certification
 - f. PW-6 Proposers Reference List
 - g. PW-7 Equal Employment Opportunity Certification
 - h. PW-8 List of Sub-Contractors
 - i. PW-9 SBE/CBE consideration program
 - j. PW-10 Gain/Grow Employment Commitment
 - k. PW-12 Charitable contributions certification
 - l. LW-3 Living Wage Declaration
 - m. LW-4 Living Wage Acknowledgement and statement of compliance
 - n. LW-8 Cost Methodology for Contract
 - o. LW-9 Wage and Hour record keeping for living wage contracts
 - p. Copy of Time Sheet
 - q. Copy of a Pay Check & Stub
7. Financials & Insurance
8. Certifications



Letter of Transmittal

April 25, 2007

County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

Re: Letter of Transmittal for Park and Ride Lots Security Contract (2007-PA016)

This letter shall serve as transmittal of our proposal for the Park and Ride Lots security contract (2007-PA016). The scope of the services to be provided are as follows: Security Officers shall be on site and patrol 4 Park and Ride lots for the county. Officers shall maintain accurate daily activity reports and use the approved Guard Tour system during there entire shift. All employees are to be Full time and working under the living wage provisions of the County at the minimum rate of \$11.84 per hour.

I Michael W. Filibeck, Chief Security Officer of US Metro Group am authorized to make this proposal on behalf of my company. Please accept this proposal on behalf of the company.

Proposal Submitted By:

A handwritten signature in black ink, appearing to read 'M. Filibeck', written over a horizontal line.

Michael W. Filibeck
Chief Security Officer



Experience

COMPANY PROFILE

U.S. Metro Group, Inc., is a Professional Nationwide Facility Service Company that was established in 1975 and was incorporated in 1998 in Los Angeles, California.

The company is divided into two commercial service divisions: Retail properties providing Security, Janitorial, Facility Services. Commercial properties serving government facilities, office buildings, private schools, airport terminals, sport and concerts venues and medical centers. As well as industrial properties.

U.S. Metro Group, Inc., employs more than 2500 employees nationwide and performs Facility Services for many commercial and non-commercial properties, such as The Boeing Company, Semptra Energy Utility, Disneyland Resorts, The Rose Bowl, Wells Fargo Banks, College Campuses, United States Postal Service, as well as retail stores such as Major Shopping Centers in Northern and Southern California, such as The Arden Fair Mall, to name just a few, as well as in other states for over 25 years.

U.S. Metro Group, Inc., takes pride in its quality training, Professionally skilled workers and utilizes the latest State-Of-The-Art equipment in offering our wide range of Facility Services. In addition, U.S. Metro Group, Inc., incorporate an on-going Training program and Quality Control program to insure our clients level of expectations are met on a continuous basis.

U.S. Metro Group, Inc. believes the primary element in the successful performance of contract security service is Management and Supervision. The Regional Managers are in charge of specific geographic regions and direct and supervise the Operations Manager.

The Operation Manager's primary purpose and responsibility is to increase the operation effectiveness of all the workers under his supervision. The Operation Managers train and assists personnel. They call on clients and assist them with any situations they may have. They are fully responsible for maintaining the quality of our services. The Supervisor or Crew Foreman handles front line, on-the-job supervision.

With over a century of collective managerial and operational skills, U.S. Metro Group, Inc. has continued to grow both in size and reputation. We pride ourselves in being able to meet the highest expectation of our many satisfied clients. Our capabilities and wide range of services ensures U.S. Metro Group commitment to "Uncompromising Excellence". And we look very forward to benchmarking ourselves against ourselves to provide "County of Los Angeles" with superb quality of service, meeting if not, exceeding expectations.



U.S. Metro Group was founded in 1975 by its current Owner and C.E.O., Charles Kim, is the largest certified, privately held, fully minority owned Total Facility Service provider in the nation.

Company Name: U.S. Metro Group, Inc.

Business Address: 605 S. Wilton Place
Los Angeles, Calif. 90005
Tel: (213) 382-6435
Toll Free: (800) 515-2222
Fax: (213) 382-9404

**Business Identification
Numbers**

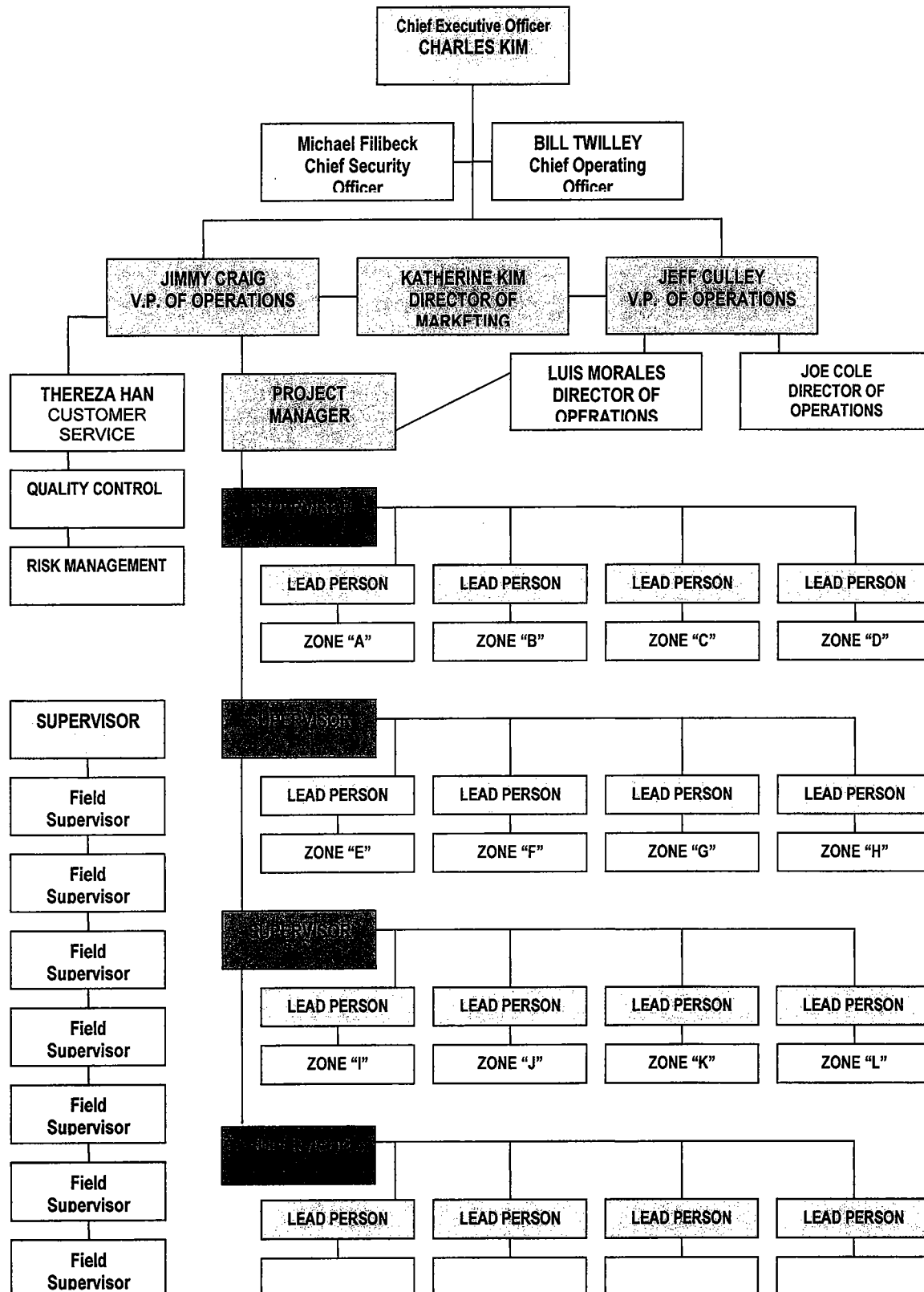
Business License No.	547864-18
Federal Identification	95-4719448
General Liability	3,000,000.00
Property Damage	3,000,000.00
Fidelity Bond	1,000,000.00
Insurance Carrier	Koram Insurance

Business Type:

- Minority-Owned Business
- Building Maintenance Company
- Primary work is Custodial Services.

Officers:

Charles Kim	President and Chief Executive Officer
Michael W. Filibeck	Chief Security Officer
Bill Twilley	Chief Operating Officer
Jimmy Craig	Vice President of Operations
Jeff Culley	Executive Director of Operations
Katherine Kim	Director of Marketing
Luis Morales	Director of Operations Regional
Joe Cole	Director of Operations Regional





Specific Information Regarding Length and Quality of Services:

US Metro Group Inc. has been in the security business since 1995. Our management and staff collectively have hundreds of years of front line experience In this industry.

Our relevant experience for the Park and Ride contract is extensive. Working for we have been working for Autoplex Parking Management company for over 10 years providing high quality security services to parking lots and facilities.

Some of the parking lots we provide security services at are:

Rage – West Hollywood	10 Years
Mirabelle – West Hollywood	12 Years
Rainbow – West Hollywood	8 Years
Whisky A go-go	9 Years
Red Rock bar and grill	10 Years
Ticketmaster	6 Years

Key Employees:

Michael Filibeck – Chief Security Officer

6 Years United States Marine Corps, 13 Years contract security experience.

Jimmy Craig – Vice President of Operations

6 years United States Marine Corps, 8 Years contract security experience.

Neill Murchison – Executive Director of Security

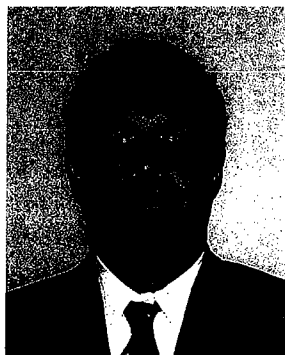
33 Years – Los Angeles County Sheriff's Department – 6 Years contract security experience.

As the Executive Director of Security Neill Murchison is will be the primary manager for this contract. See Resume on next page:



Executive Director of Security – Health Care Division

Neill M. Murchison



Los Angeles County Sheriff
Time on Department: 33 Years

Time in Rank: 7 Years

Age: 54

Residence

West Hollywood, California

Cell (323) 333-1325

E-Mail: nmmurchi@lasd.org

PROFESSIONAL EXPERIENCE

April 2006
To Present

F.O.R. II – Catalina Island, Avalon
Station Watch Commander – 1 Year
Detective Bureau, Armory, Field Sergeant, Jail Coordinator

June 1997
To April 2006

F.O.R. II - West Hollywood Station
Station Coordinator – 4 Years
Sergeant - 7 Years
Watch Commander, Watch Sergeant, Field Sergeant, EOC
Coordinator, Reserve Coordinator, Crime Prevention

October 1983
To June 1997

Special Enforcement Bureau
Deputy Sheriff- 14 Years
Special Weapons and Assault Team

December 1978
To October 1983

F.O.R. I - Carson Station Patrol
Deputy Bonus I - 5 Years
Field Training Officer, Watch Deputy, Patrol Deputy, Traffic
Deputy

September 1978
To December 1978

Transportation Bureau
Deputy – 3 Months
Transportation of Inmates

September 1976



To October 1978

Civil Division / Court Services

Deputy – 2 Years

Witness and Dignitary Protection

September 1974

To September 1976

Custody Division – Men's Central Jail

Deputy Sheriff – 2 Years

Custody Training Deputy, Custody Deputy

March 1974

To September 1974

Academy Class # 167

Recruit

JOB SPECIFIC SKILLS

- Seven years experience and supervision as a Watch Commander, Watch / Field Sergeant, Station Coordinator
- Field Training Officer
- Defensive Tactics Instructor
- Direction and Control of Search Warrant Functions
- Direction and Control of Urban and Rural Search Functions
- Basic Traffic Investigation
- Intermediate Traffic Investigation
- Commercial Traffic Enforcement
- Special Weapons Instructor
- Dignitary Protection Instructor
- Criminal Justice Instructor
- Crime Scene Investigations Management
- Business License Commissioner for the City of West Hollywood, California
- Criminal Justice Instructor for Mount St. Mary's College, Los Angeles, California

EDUCATION

Chapman College
Orange, California

September 1976 – February 1984

Bachelor of Science Degree Criminal Justice

Golden West College
Huntington Beach, California

September 1972 – January 1974

Associate Arts Degree Administration of Justice

Mount St. Mary's College
Los Angeles, California

January 2002 – January 2004

Instructor in Criminal Justice

**WORK PLAN****USMETROGROUP, INC.****Global Security – Global Reach**

US Metro Group, our work plan starts with our security officers. Quality people and quality training ensures that the very best people are security your Park and Ride Lots.

Best Personnel – If your looking for someone to patrol your warehouse or retired Navy Seal's to protect your CEO when traveling abroad, rest assured you are getting the very best for your buying dollar. Every applicant is thoroughly screened and tested. We accept 1 out of every 10 applicants to begin our training program.

1. **Best Training** – Can a first time security officer who started yesterday, protect your company's valuable assets today? We don't think so. US Metro Group has the most advanced security training program in the Industry. Prior to any new hire taking station on the job, they must take and pass (with 85% or better) the following security training courses. 56 Hours of Basic Training.
 - a. Tactical Communications / Verbal Judo (4 Hours)
 - b. Case & Legal Liability Law (8 Hours)
 - c. Drug & Narcotics awareness & Identification (8 Hours)
 - d. Officer Survival (8 Hours)
 - e. Weaponless Defense (8 Hours)
 - f. Report Writing (4 Hours)
 - g. Basic Computer Procedures – Osm4 & Guardtrak (4 Hours)
 - h. Weapons of Mass Destruction – (4 Hours)
 - i. Community CPR & Basic First Aid (8 Hours)

2. **Best Team Leaders** – Our security team leaders are professionals that have proven themselves time and time again. With at least 1 year experience at our company and a recommendation from a client for promotion, they have what it takes. Our security team leaders must take and pass (with 90% or better) the following security training courses. 40 Hours of Advanced Training
 - a. Criminal Justice & Police Procedures (8 Hours)
 - b. Community Relations & Cultural Diversity (8 Hours)
 - c. Juvenile Law & Corrections (8 Hours)





- d. Laws of Arrest (4 Hours)
 - e. Criminal Law (4 Hours)
 - f. Ethics (4 Hours)
 - g. Chemical Agents (4 Hours)
3. **Best Supervision** – Our supervisors are the best in there profession. Supervision is the key to a successful security program and we give ours all the tools they need. These industry professionals have proved themselves time and again. Anyone can steer a ship in calm seas, our supervisors can stay the course even during hurricane's (i.e. hurricane Katrina). In addition to being at the top of there field, our supervisors must take and pass (with 90% or better) the following Courses: 64 Hours of Advanced Supervisory Training.
- a. Fundamentals of Security Supervision (16 Hours)
 - b. Contract Compliance (8 Hours)
 - c. Evidence (8 Hours)
 - d. Advanced Computer Procedures (8 Hours)
 - e. Introduction to Computer Security & Forensics (8 Hours)
 - f. Executive Protection (8 Hours)
4. **Best Management** – US Metro Group uses OSM4 & Guardtrak® the ultimate in Online Security Management. This paperless online system coordinates and manages all aspects of our operations from security officer scheduling, to client visitor management. All aspects of our operations are constantly monitored for Quality assurance.



Security Officer □ Level 1- 3

Setting the Highest Standard in Contract Security

- **All Security Officers** must receive a letter of clearance from the L.A. county Sheriff's Department, Prior to being Hired. This is in addition to the Department of Justice background check. No Clearance letter, means no job with USMG.
- **Drug Screen**, Pre-Employment and random. We **Enforce** a drug free workplace.
- **Pre-Employment Physical**, no phony "I hurt myself" claims at your job site.
- **Clean DMV print out**. No reckless driving or DUI's
- **Character References** – Surprising how many people can't get a good reference from anyone. We check 3 to 6 references.
- **Verbal skills – Crystal clear English** or no job. Most of our Security Officers in addition to good English skills are Bi-Lingual and are career-minded college students and former members of the armed forces.
- **We hire only about 1 out of every 10 applicants**. We have little turn over due to our pre-employment requirements and extensive training program. Only with USMG, do you get security officers that are checked thru the Department of Motor Vehicles, The L.A. County Sheriff's Department, The Department of Justice, and must pass a mandatory drug test. We spare no expense to ensure the highest quality & integrity of our security personnel.
- All Security Officers are  **OSM4** ONLINE SECURITY MANAGEMENT
Tomorrow's Security Solution Today &  **GuardTrak** Proficient.



Security Supervisor's

All USMG Security supervisors have the highest level of training, integrity and professionalism in the business. All of our supervisory staff have been with USMG for at least 2 years and have completed the initial 56 hours of training for security officer level 1, the 40 hours of training for security officer level 2 and the intensive additional 56 hours of Training for Level 3 Supervisor. This is a total 152 hours of class room training designed to give our supervisors the tools and know how to handle any situation that requires there attention.

In addition to the added training, these outstanding men and women are highly proficient in the following skill areas:

- Administrative Functions of the Online Security Management system.
- Administrative Functions and placement of Guardtrak Check Points
- Client Response
- Risk Management
- Risk Mitigation
- Contingency Planning and Management
- Disaster Response
- Law Enforcement Relations
- Employee Retention
- Crisis Management
- Document review and management





Security Officer Training Curriculum – Classes for Security Officer Level 1

1. **Community CPR & Basic First Aid – 8 Hours**
Develop the skills necessary for the security officer to test for and pass First Aid/or CPR Certification. Instruction and testing is conducted by the American Red Cross.
2. **Tactical Communication - Verbal Judo – 4 Hours**
Understand and utilize the technique of diffusing and redirection of anger in a potentially dangerous situation. The use of your body language and tactical communication will enhance your professional demeanor and ability to handle critical situations.
3. **Case & Legal Liability Law – 8 Hours**
Familiarize yourself with current case law (law made by decisions from the appellate courts) that affects the everyday work of a security officer. The instructor will concentrate on use of force, legal detention and negligent conduct.
4. **Drugs and Narcotics Awareness & Identification – 8 Hours**
Recognize and identify the types of drugs and narcotics and the symptoms of using a controlled substance. Clandestine labs will be covered for the pro-active protection of the officer on a call or patrol.
5. **Officer Survival – 8 Hours**
Learn current survival tactics and techniques, i.e. control, search and handcuffing. You will be able to apply the techniques taught in this class as a fixed-post or patrol officer.
6. **Weaponless Defense – 8 Hours**
Develop the skills necessary to utilize basic takedown; restraint and escape techniques, personal weapons, knife and gun take away techniques. Proper communication and positions of advantage are strongly emphasized.
7. **Report Writing – 4 Hours**
Understand the practical examples of reports used in the industry and pathways to greater skills in report writing.
8. **Basic Computer Procedures – 8 Hours**
Security Officers will learn the use of the OSM (Online Security Management) software as well as use of the Guardtrak System. Additionally security officers will also learn Microsoft Windows XP, Word, Excel, PowerPoint, Access and Front Page at beginning, intermediate and advanced levels. These classes have something for every level of ability.



9. **Weapons of Mass Destruction – 4 Hours**

Security Officers will acquire state mandated training with this 4-hour class. Emergency management is a departmental and officer priority. The training received in threat management enhances the capabilities of first responders to successfully manage in a hazardous situation. This class will help the working security officer develop strategies, recognize dangerous situations, and understand tactics to prevent terrorist attacks within the United States.

Total instruction for Security Officer Level 1 = 56 Hours

Required classes for Security Officer Level 2

10. **Criminal Justice & Procedures – 8 Hours**

Understand laws, enforcement agencies, enforcement powers, Communication. Instruction in Police policies and procedures in regards to how they deal with incidents involving security personal.

11. **Community Relations & Cultural Diversity – 8 Hours**

Learn the basis for tolerance through an understanding of history, law and public opinion relating to the security operations in a multicultural environment.

12. **Juvenile Law & Corrections – 8 Hours**

Acquire basic understanding of juvenile laws, placement and probation, as well as the welfare and institution codes that apply to juveniles. Security Officers also learn about special considerations that should be given with incidents involving juveniles.

13. **Laws of Arrest – 4 Hours**

Understand the fundamentals of the 832P.C. Laws of Arrest. You must take a POST certified 832 P.C. class to receive POST certification.

14. **Criminal Law – 4 Hours**

Learn the laws about misdemeanors, felonies, and your rights as a citizen under 837 of the Penal Code and how it applies to security officers.

15. **Ethics – 4 Hours**

Accept responsibility for your actions. Learn why it is so important to conduct yourself in the Public Safety field with dignity, honesty, and integrity.

16. **Chemical Agents – 4 Hours**

Understand the laws governing the use of chemical agents, tear gas, pepper spray, and pepper foam. Security Officers and Citizens may carry chemical mace/pepper spray and foam for self-defense in California.

Total instruction for Security Officer Level 2 = 40 Hours



Qualifications for Security Officer level 3- Supervisor

17. **Fundamentals of Security Supervision – 16 Hours**
Familiarize yourself with the roles and responsibility of a supervisor. This class will cover the techniques and communication needed to be a supervisor as well as scheduling, Guard Force Management and personal issues.
18. **Introduction to Computer Security and Forensics – 8 Hours**
Develop the skills necessary to understand the field of crime investigations and computer forensics. This class will provide the Supervisors with the skills and knowledge to prevent becoming a victim of today's high tech criminals. Supervisors will learn the latest technology used to investigate computer crime.
19. **Advanced Computer Procedures – 8 Hours**
Security Supervisors learn the advanced functions of the OSM (Online Security Management) system including: job site scheduling, visitor management, secure messaging, report processing (Incident, fire, arrest etc.), post alert notification and document control. Instruction is also given on the management features of the Guardtrak system including: RFID tag entry, patrol scheduling, alarm and notification settings, and exception reports.
20. **Contract compliance – 8 Hours**
Supervisors learn the legal and ethical formalities to successfully fulfill operational duties for contracts under their supervision.
21. **Evidence – 8 Hours**
Supervisors learn the rule of evidence and the policies and procedures for legally gathering evidence during the course of an investigation. Including but not limited to: collection, transportation, storage & chain of custody.
22. **Executive Protection – 8 Hours (optional)**
Learn how to protect dignitaries, sport figures, entertainment icons, and executive clientele with planning, tactics, threat assessment and self defense.

Total instruction for Security Officer Level 3 = 56 Hours



Work Plan Specifics

By constant evaluation from our security officers and field supervisors we will be in a position to Provide the most comprehensive patrol techniques, unique to each of the 4 Park and Ride lots. Utilizing a random patrol technique but also having mandatory check points that much be checked On an hourly basis will provide maximum coverage and safety for the citizens that are using The Park and ride Facilities.

A Rotating schedule will be utilized to ensure that officers at any particular parking lot do not Complacent.

Us Metro Group will use the GuardTrak Real Time Guard Tour System. And Online Security Management for all time keeping and quality assurance functions.



Quality Assurance Program

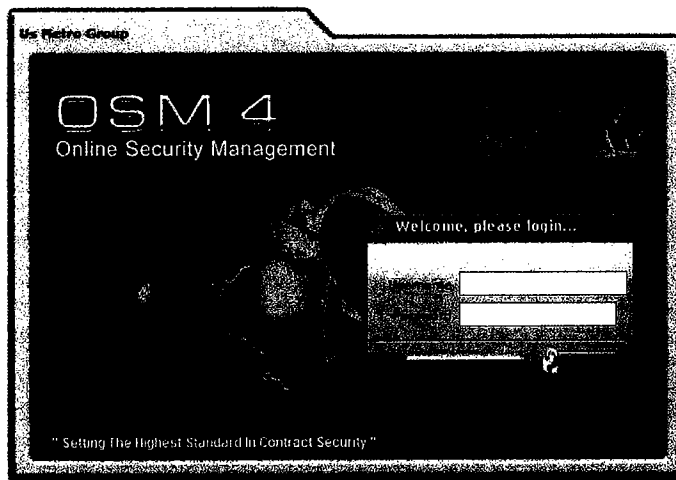
US Metro Group will utilize the state of the art Online Security Management and Guardtrak. This system has many functions. All reports (Daily activity and otherwise) are all done online and monitored in real-time from our headquarters. While the security officers are on patrol they have checkpoints they have to tag with the Guardtrak device. When the GuardTrak hits a checkpoint that data is uploaded to our central servers via the units wireless internet connection and logged.

If a security officers misses one of his checkpoints or is significantly delayed the system sends a text message to that security officer's supervisor notifying them that there may be a problem. This is all done in real time so there is never a shift that goes by without the security officers hitting all there assigned checkpoints each and every hour.

Field Supervision also checks the job sites at least once per shift. Job Sites are also visited after any Guardtrak alarms to ensure the quality of the work being done by our security officers.

Record Keeping, all Daily Activity Reports and other reports are kept and archived for 10 years. All records are maintained on our servers at our corporate office.

OSM4 Online Security Management & Guardtrak® System



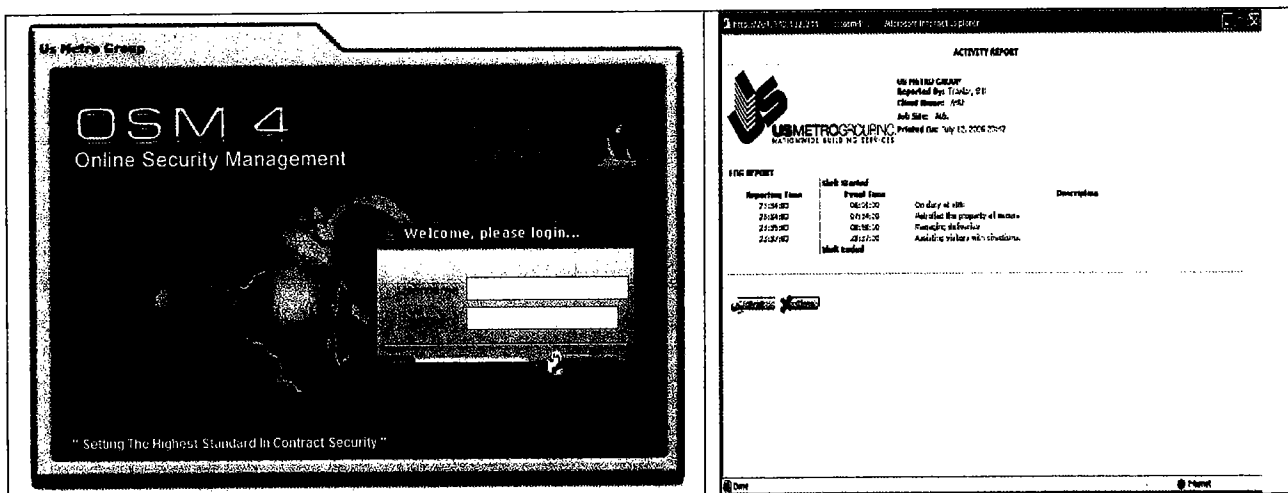


Cost Minded – Value Added – Highly Effective

Our Online Security Management Solution handles and automates all of the following activities.

- 1. Security Officer Scheduling**
 - 2. Training and security officer development**
 - 3. Daily Log Reports (Security Officers narrative of his daily activities)**
 - 4. Visitor Management Automation – Logs & Tracks all site visitors**
 - 5. Manages all emergency call lists**
 - 6. Secure messaging between security officers, management & the client**
 - 7. Online Reports – all reports are archived indefinitely for quick future reference.**
- Some of the reports available in the system are:
- a. Incident Report**
 - b. Trespass Report**
 - c. Fire Report**
 - d. Towed Vehicle Report**
 - e. Maintenance request Report**
 - f. False alarm Report**

Our management, supervision and you the client are able to monitor all activities in real time from any computer with an internet connection. Any time a log entry is missed or is late beyond a specified amount of time (i.e. 30/60/90 minutes), the system sends a text message to the site supervisor to notify them there might be a problem. With Online Security Management, nothing is ever missed or left to chance. This solution is primarily for fixed post security officers.



**Introducing *GuardTrack®***

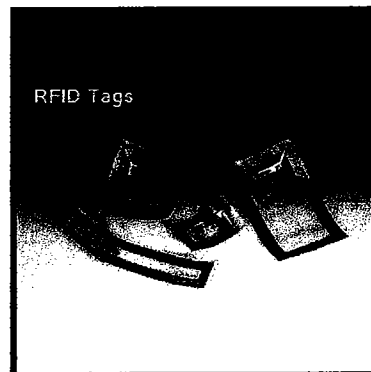
GuardTrak® is the wireless guard tour system that gives a real-time picture of security officers' operations. Perfect for sites where computers and phone are not accessible.

Our newest electronic supervisory management system, and the one of which we are the most proud is the Guardtrak® – Online Security Management system. This system is highly recommended for any contract involving a patrol or roving security officer. Unlike a standing post security officer, patrol officers must move around from place to place checking doors, walkways, warehouses etc. Guardtrak® was created to make sure Patrol officers were able to effectively and safely make all there rounds in a manner prescribed by the client and management.

RFID (Radio Frequency ID) tags are placed anywhere required on each site location.
The Security Professional then scans each tag
as they make their rounds with the *GuardTrak®* phone.

This provides:

- Secure Login
- *Unlimited* patrol checkpoints
- Real time logging of check points
- Supervisors and Clients can track from secure internet connections
- **Automatic** supervisor notification when checkpoints / rounds are missed or significantly delayed
- Payroll / Shift tracking – Guard Logs In/Out shift from *GuardTrak®*

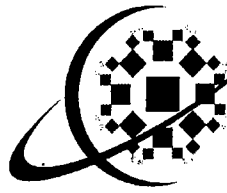


GuardTrak® also provides:

- Two – Way Radio:
- Field Notes Voice Recorder:
- Compass:
- Emergency Flashlight:
- And of course, a cell phone

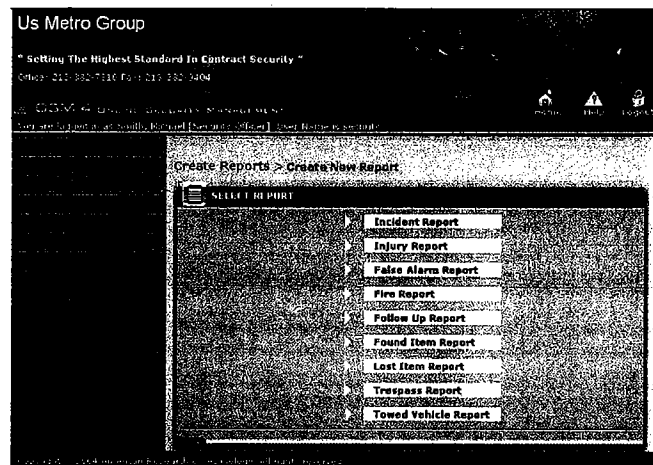
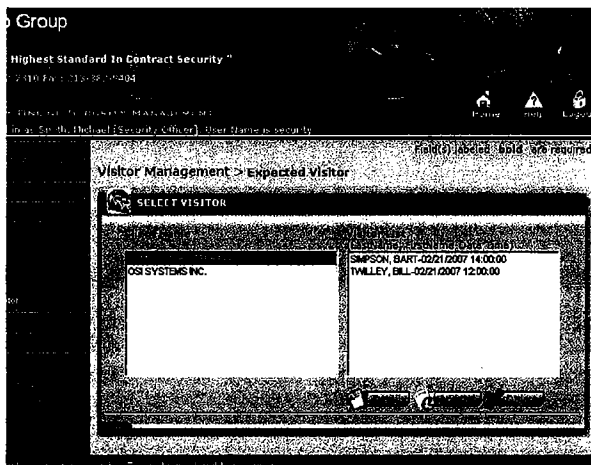


This revolutionary online system integrates the need for personnel tracking and organization with the power of the internet. The ability to track your entire security staff; every individual, every location, with accuracy to the second, all in real time!

**OSM4****ONLINE
SECURITY
MANAGEMENT*****Tomorrow's Security Solution Today***

Features

- Daily Activity Reports
- GuardTrak Activity Reports
- Incident Reports
- Injury Reports
- False Alarm Reports
- Fire Reports
- Follow Up Reports
- Found Item Reports
- Lost Item Reports
- Trespass Reports
- Emergency Call lists
- Towed Vehicle Reports
- Visitor Management Automation
- Visitor Management Reports
- Training Reports
- Security & Job Site Scheduling
- Key Control
- Document Management & Control
- Secured Messaging
- Real – Time Notification of Missed or Delayed Log Entries via Email or Text Message



Accessible from any web based internet connection



Sub-Contractors

US Metro Group Does NOT utilize Sub-Contractors.

VERIFICATION OF PROPOSAL

DATE: <u>4-25</u> , 200 <u>07</u>		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: <u>Park and Ride Security</u>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <u>Michael W. Filibeck</u>			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). <u>Yes</u>			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: <u>Chief Security Officer</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <u>US Metro Group Inc.</u>		Telephone No.: <u>213-382-7310</u>	
Address: <u>605 S. Wilton Place Los Angeles, CA 90005</u>		Fax No.: <u>213-382-9404</u>	
e-mail: <u>Michael.f@usmetrogroup.com</u>	County: <u>Los Angeles</u>	Web/Ven No.: <u>05116602</u>	IRS No.: <u>95-4719448</u>
Business License No.: <u>547864-18</u>			
7. Proposer's fictitious business name(s) or dba(s) (if any): <u>US Metro Group Inc.</u>			
County(s) of Registration: <u>Los Angeles</u>		State: <u>CA</u>	Year(s) became DBA: <u>None</u>
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: _____		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: <u>605 S. Wilton Place Los Angeles, CA</u>		
	State of incorporation: <u>California</u>		Year incorporated: <u>1998</u>
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: _____		
	Secretary: _____		
<input type="checkbox"/> A general partnership:	Names of partners: _____		
<input type="checkbox"/> A limited partnership:	Name of general partner: _____		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: _____		
<input type="checkbox"/> A limited liability company:	Name of managing member: _____		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) <u>Charles Kim</u>	Title <u>President</u>	Phone <u>213-382-7310</u>	Fax <u>213-382-9404</u>
Street <u>605 S. Wilton Pl</u>	City <u>Los Angeles</u>	State <u>CA</u>	Zip <u>90005</u>
Name(s) <u>Jennifer Pak</u>	Title <u>Secretary</u>	Phone <u>213-382-7310</u>	Fax <u>213-382-9404</u>
Street <u>605 S. Wilton Pl</u>	City <u>Los Angeles</u>	State <u>CA</u>	Zip <u>90005</u>
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
OR			
<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <u>Michael W. Filibeck</u>			Date: <u>04/25/07</u>
Type name and title: <u>Michael W. Filibeck - Chief Security Officer</u>			

SCHEDULE OF PRICES

FOR

PARK-AND-RIDE LOT SECURITY SERVICES (2007-PA016)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

Via Verde

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 days/week 6 a.m. – 7 p.m.	$(5 \times 13 \times 52) - (65) = 3,315$	\$15.86	52,575.90

VIA VERDE SUBTOTAL \$ 52,575.90

Fairplex (Ganesha Park)

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	6 days/week 5 a.m. – 8 p.m.	$(6 \times 15 \times 52) - (75) = 4,605$	\$15.86	73,035.30

FAIRPLEX SUBTOTAL \$ 73,035.30

Ventura

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 days/week 6 a.m. – 6 p.m.	$(5 \times 12 \times 52) - (60) = 3,060$	\$15.86	48,553.60

VENTURA SUBTOTAL \$ 48,553.60

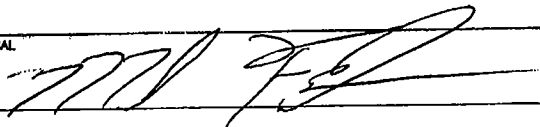
Acton

Level	Coverage	Estimated Annual Hours	Rate*/Hr.	Total
Security Officer	5 days/week 4 a.m. – 10:30 p.m.	$(5 \times 18.5 \times 52) - (93) = 4,717$	\$15.86	74,811.62

ACTON SUBTOTAL \$ 74,811.62

TOTAL PROPOSED ANNUAL PRICE \$ 248,976.42

*All inclusive costs (overtime, holidays, administrative costs, salary, employee benefits, equipment, training, uniforms, etc.) – this hourly rate must not exceed \$18.50 per hour. Any proposals submitted with a rate higher than \$18.50 per hour will be immediately disqualified as nonresponsive.

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
Michael W. Filibeck: 		
TITLE OF AUTHORIZED PERSON		
Chief Security Officer		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
04/25/07	PPO11966	Private Patrol Operator
PROPOSER'S ADDRESS:		
605 S. Wilton Place Los Angeles, CA 90005		
PHONE	FACSIMILE	E-MAIL
213-382-7310	213-382-9404	michael.f@usmetrogroup.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: US Metro Group Inc.		
Company Address: 605 S. Wilton Place		
City: Los Angeles	State: CA	Zip Code: 90005
Telephone Number: 213-382-7310		
(Type of Goods or Services): Private Security Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

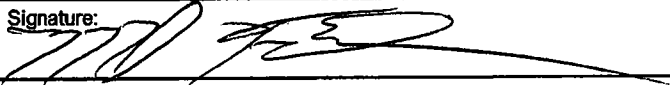
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Michael W. Filibeck	Title: Chief Security Officer
Signature: 	Date: 04/25/07

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Park-and-Ride Lots Security Services (2007-PA016)

SERVICE BY PROPOSER US Metro Group Inc.

PROPOSAL DATE: 04/25/07

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	16	12	18	22	30	98	33
2. Total dollar amount of Contracts (in thousands of dollars).	23	19	31	40	86	199	89
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	2	2	0	0	0	4	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	5	4	0	0	0	9	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Michael Filibeck - US Metro Group Inc.

Name of Proposer or Authorized Agent (print)



Signature

04/25/07

Date

CONFLICT OF INTEREST CERTIFICATION

I, Michael W. Filibeck

- ☐ sole owner
☐ general partner
☐ managing member
☒ President, Secretary, or other proper title) Chief Security Officer

of US Metro Group Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:


Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date 04/25/07

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: US Metro Group - L.A. County Park n Ride - Security

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Security	SERVICE DATES: 96 to 07
AGENCY/ FIRM: Autoplex Parking Management	
ADDRESS: 8949 Sunset. West Hollywood	
CONTACT: John Kazanjian - President	
TELEPHONE: 310-275-1650	
FAX: 310-278-6210	
E-MAIL: autplexparking@sbcglobal.net	

SERVICE: Security	SERVICE DATES: 98 to 07
AGENCY/ FIRM: OSI Systems Inc.	
ADDRESS: 12525 Chadron	
CONTACT: Arthur Reyes - Facility Mgr.	
TELEPHONE: 310-418-2209	
FAX:	
E-MAIL: areyes@osioptoelectronics.com	

SERVICE: Security	SERVICE DATES: 01 to 07
AGENCY/ FIRM: Balboa Medical Center	
ADDRESS: 16229 Balboa pkwy.	
CONTACT: Betty Washington - Risk Mgr.	
TELEPHONE: 619-666-3672	
FAX:	
E-MAIL:	

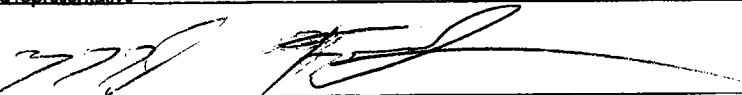
SERVICE: Security	SERVICE DATES: 02 to 07
AGENCY/ FIRM: Mirabelle Restaurants	
ADDRESS: 8768 Sunset Blvd. W. Hollywood	
CONTACT: George Germinidies - Owner	
TELEPHONE: 310-659-6022	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	US Metro Group Inc.
Address	605 South Wilton Place Los Angeles, CA 90005
Internal Revenue Service Employer Identification Number	95-4719448

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	US Metro Group Inc.
Authorized representative	Michael Filibeck - Chief Security Officer
Signature 	Date 04/25/07

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.



Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: US Metro Group Inc.

My County (WebVen) Vendor Number: 05116602

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 2104						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	0	40	22
Hispanic/Latino			15	3	1577	294
Asian or Pacific Islander	1		20	8	51	30
American Indian						
Filipino						
White			1	1	25	16

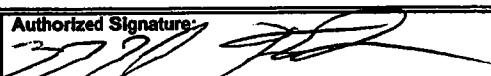
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
County of Los Angeles	XXX				12-23-07
City of Los Angeles	XXX				7-26-07

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Security Officer	Date: 04/25/07
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GAIN/GROW EMPLOYMENT COMMITMENT

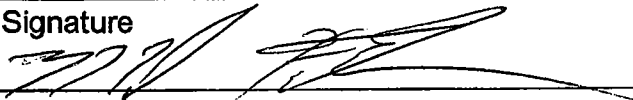
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Chief Security Officer
Firm Name US Metro Group Inc.	Date 04/25/07

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

US Metro Group Inc.

Address

605 S. Wilton Place Los Angeles, CA 90005

Internal Revenue Service Employer Identification Number

95-4719448

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

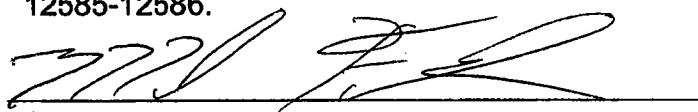
YES

NO

Proposer or Contractor has examined its activities and determined that ☒ (XX) ☐ () it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ☐ () ☐ ()


Signature

04/25/07

Date

Michael W. Filibeck - Chief Security Officer

Name and Title (please type or print)

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: US Metro Group Inc.

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:



DATE:

04/25/07

PLEASE PRINT NAME:

Michael W. Filibeck

TITLE OR POSITION:

Chief Security Officer

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☐ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.


Owner's/Agent's Authorized Signature

US Metro Group Inc.

Print Name of Firm

Michael W. Filibeck - CSO

Print Name and Title

04/25/07

Date


COST METHODOLOGY FOR CONTRACT: Park-and-Ride Lots Security Services (2007-PA016)

PROPOSER: US Metro Group

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Via Verde Security #1	8	8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
Via Verde Security #2	5	5	5	5	5	5	5	25	1300	11.84	\$ 15,392.00
Fairplex Security #1	8	8	8	8	8	8	8	48	2496	11.84	\$ 29,552.64
Fairplex Security #2	7	7	7	7	7	7	7	42	2184	11.84	\$ 25,858.56
Ventura Security #1	8	8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
Ventura Security #2	4	4	4	4	4	4	4	20	1040	11.84	\$ 12,313.50
Action Security #1	8	8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
Action Security #2	8	8	8	8	8	8	8	40	2080	11.84	\$ 24,627.20
Action Security #3	2.5	2.5	2.5	2.5	2.5	2.5	2.5	12.5	650	11.84	\$ 7,696.00
Comments/Notes:											
									Total Annual Salaries		\$ 189,321.50
									(1) Vacations, Sick Leave, Holiday		\$ 0
									(2) Health Insurance **		\$ 0
									(3) Payroll Taxes & Workers' Compensation		\$ 50,903.24
									(4) Welfare and Pension		\$ 0
									Total Annual Employee Benefits (1+2+3+4)		\$ 240,224.74
									(5) Equipment Costs		\$ 2400.00
									(6) Service and Supply Costs		\$ 0
									(7) General and Administrative Costs		\$ 1000.00
									(8) Profit		\$ 5,351.68
									Total Annual Other Costs (5+6+7+8)		\$ 8,751.68
									TOTAL ANNUAL PRICE		\$ 248,976.42

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

US Metro Group - Michael Filibeck  04/25/07

Name of Proposer _____ **Signature** _____ **Date** _____

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: US Metro Group Inc.

**** NONE ****

Date: 04/25/07

Name of Proposer's Health Plan: _____

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

N - A

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient CP:\aspub\CONTRACT\Edwin\Park & Ride Security\4-TOF.DOC CP:\aspub\CONTRACT\Edwin\Park & Ride Security\4-TOF.DOC Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ____ days of employment.

☐ Is defined as an employee who is employed more than ____ hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ____ DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ____ DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS ____ DAYS.

US Metro Group Inc.
605 S. Wilton Place
Los Angeles, CA 90005
213-382-7310

Employee Name / Nombre Del Empleado: _____

SS# / Numero de Seguro Social: _____

Pay Period / Periodo de Pago: _____

EMPLOYEE TIME SHEET

Library / Biblioteca	Time / Hora	Date/Fecha												Grand Total Hours Worked / Gran Total De Horas que Trabajo			
		In Empleado	Out Termino	In Empleado	Out Termino	In Empleado	Out Termino	In Empleado	Out Termino	In Empleado	Out Termino	In Empleado	Out Termino	Total de Horas que Trabajo			
Lunch Start (Hora de Lanche Empleado)																	
Lunch End (Hora de Lanche Termino)																	
ABSENT/ FUERA																	
HOLIDAY/ DIA FESTIVO																	
OFF DAY / DIA DE DESCANSO																	
Total Hours Worked / de Horas que Trabajo																	
Note: Time includes travel time.																	

By signing below, I am stating that I have reviewed the above time sheet and it is true and correct to the best of my knowledge.
Firmando abajo, Estoy indicando que he repasado la hoja de tiempo antedicha y todo esta correcto.

Employee Signature / Firma Del Empleado: _____

Date: _____

Supervisor's Signature / Firma Del Supervisor: _____

Date: _____

CONTRACTORS EMPLOYEE TIMESHEET (REV 9-06)

Original - Employer
Pink/Rosa - Contract Monitor
Yellow/Amarillo - Employee

Bureau of Security and Investigative Services

State of California
Department of
Consumer Affairs



Private Patrol Operator

LICENSE NO. PPO 11966

ISSUE DATE MAY 22, 1995
VALID UNTIL MAY 31, 2007

METRO GROUP

3700 WILSHIRE BLVD. STE. 1070
LOS ANGELES CA 90010

The above is licensed as a Corporation with the State Bureau of Security and Investigative Services.

CHARLES SOON KIM
RONALD LOUIS YEAGER

PRESIDENT/SECRETARY
QUALIFIED MANAGER/VICE PRESIDENT

PLACE RENEWAL HERE

VALID UNTIL MAY 31, 2007

RECEIPT NUMBER 07/00416

This Original License must be kept for the life of the license and posted in Public View.

The above named is a licensed Private Patrol Operator in the State of California, subject to the filing for renewal and the payment of the statutory fee by the expiration date.

This license is issued pursuant to, and continues in effect subject to compliance with, the provisions of Chapter 11.5 of Division 3 of the Business and Professions Code of the State of California, and the Rules and Regulations established thereunder, and the above named licensee is duly authorized under said Chapter.

DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
P.O. BOX 989002
WEST SACRAMENTO, CA 95798-9002
(916) 322-4000

POST IN PUBLIC VIEW

CITY OF LOS ANGELES
CALIFORNIA

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

DAVID SICKLER
VICE PRESIDENT

PAULA A. DANIELS
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JAMES A. GIBSON
EXECUTIVE OFFICER



ANTONIO R. VILLARAIGOSA
MAYOR

JOHN L. REAMER, JR.
Inspector of Public Works
And
DIRECTOR OF

BUREAU OF
CONTRACT ADMINISTRATION
221 N. Figueroa St., Suite 700
Los Angeles, CA 90012
(213) 580-1382

Office of Contract Compliance
600 S. Spring St., Suite 1300
Los Angeles, CA 90014
(213) 847-6480

<http://www.lacity.org/bca>

November 1, 2005

Mr. Philip Gregg
US Metro Group, Inc.
3171 W. Olympic Blvd.
Los Angeles, CA 90006

Dear Mr. Gregg:

**RE: CITY OF LOS ANGELES MINORITY BUSINESS ENTERPRISE
(MBE) CERTIFICATION RENEWAL File No. CCA - 3778**

Your Minority Business Enterprise (MBE) certification renewal date has been extended to 12/23/2007. You will be notified at a future date as to the renewal of your certification.

If you have any questions, please contact John Pattison at (213) 847-5574 or e-mail at jpattiso@bca.lacity.org.

Sincerely,

Claire Beruena

HELMUT PEINDL, Certification Manager
Office of Contract Compliance
Bureau of Contract Administration



COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(213) 974-0912 • FAX (213) 625-7034
TDD (213) 974-0911

MEMBERS OF THE BOARD

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
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MICHAEL D. ANTONOVICH

DENNIS A. TAFOYA
Director

July 20, 2005

Address all correspondence to
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East 1st Floor
Mail Unit #24
Alhambra, CA 91803-8862

Mr. Charles Kim, President
J.S. Metro Group, Inc. DBA - Metro Building Maintenance Co.
3700 Wilshire Blvd. #1070
Los Angeles, CA 90010

CBE Program I.D.#: 33470

Status: MBE

Dear Mr. Kim:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until July 20, 2007.

The County of Los Angeles Office of Affirmative Action reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant. If there are any changes in ownership or control of the firm during this certification period, you are required to notify this office immediately.

You should also register your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven> to participate in the County's online access to County open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically by email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have any questions, please call (877) 669-CBES and refer to the identification number above.

Sincerely,

DENNIS A. TAFOYA
Director

Ozie L. Smith
Senior Deputy Compliance Officer

DAT:OLS

SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: 7/17/2009

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of **U.S. METRO GROUP, INC.** of LOS ANGELES, CA as a **MBE** pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days upon any changes of ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if a verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in San Francisco.

CON 56800000

July 17, 2006



PRODUCER

KORAM INSURANCE CENTER, INC.
3807 WILSHIRE BLVD., SUITE 400
LOS ANGELES CA 90010

Phone: 213-368-5800 Fax: 213-381-6299

INSURED

METRO BUILDING MAINTENANCE
U.S. METRO GROUP, INC.
3171 W. OLYMPIC BLVD #553
LOS ANGELES CA 90006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE CO.

INSURER B: EVANSTON INSURANCE COMPANY

INSURER C: PROGRESSIVE WEST INS. CO.

24260

INSURER D: STATE COMP INS

INSURER E: HCC surety Group

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	BCS0014755	03/20/07	03/20/08	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ EXCLUDED
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ- JECT <input type="checkbox"/> LOC				
C	AUTOMOBILE LIABILITY				
	<input checked="" type="checkbox"/> ANY AUTO	045362851	05/19/06	05/19/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	045362851	05/19/06	05/19/07	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	045362851	05/19/06	05/19/07	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	045362851	05/19/06	05/19/07	
C	<input checked="" type="checkbox"/> NON-OWNED AUTOS	045362851	05/19/06	05/19/07	BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY, EA ACC \$
					AGG \$
B	EXCESS/UMBRELLA LIABILITY				
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	XOBW2017607	03/20/07	03/20/08	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	162196107	03/08/07	03/08/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EX EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	FIDELITY BOND	205299	05/13/06	05/13/08	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE MACERICH PARTNERSHIP LP, THE MACERICH COMPANY, MACERICH PROPERTY MANAGEMENT COMPANY LLC AND ALL OWNED, MANAGED, AFFILIATED OR SUBSIDIARY COMPANIES, CORPORATIONS, ENTITIES, JOINT VENTURES, LLC'S OR PARTNERSHIPS ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO INSURED'S OPERATION AT 201 CASCADE MALL DRIVE, BURLINGTON, WA 98233

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 664
Bid Title : Park-And-Ride Lots Security Services (2007-PA016)
Bid Type : Service
Department : Public Works
Commodity : GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)
Open Date : 3/29/2007
Closing Date : 4/12/2007 2:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : \$ 250,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Park-and-Ride Lots Security Services (2007-PA016). The total annual contract amount of this service is estimated to be \$250,000 with a not-to-exceed billing rate of \$18.50 per hour. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/parkandridesecurity.pdf> or from Mr. Edwin Manoukian at (626) 458 4057, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a valid California-issued Security Services License to perform the requested services and a minimum of three years' experience in providing security services at facilities comparable in size and complexity to those outlined herein as of the date the proposal is submitted.

A Proposers' Conference will be held on Thursday, April 12, 2007, at 2:00 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, April 26, 2007, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 4/2/2007 8:01:59 AM

[Back to Last Window](#)

[Back to Award Main](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: US Metro Group Inc.

My County (WebVen) Vendor Number: 05116602

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 2104						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	0	40	22
Hispanic/Latino			15	3	1577	294
Asian or Pacific Islander	1		20	8	51	30
American Indian						
Filipino						
White			1	1	25	16

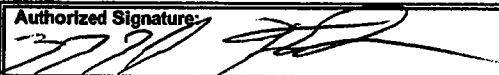
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
County of Los Angeles	XXX				12-31-07
City of Los Angeles	XXX				7-26-07

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Chief Security Officer	Date: 04/25/07
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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: International Services, Inc.

My County (WebVen) Vendor Number: 52336901

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 1743 (County of Los Angeles)						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	1	320	182
Hispanic/Latino			1	1	432	238
Asian or Pacific Islander			1	1	199	41
American Indian			0	0	13	3
Filipino			0	0	0	0
White			4	3	206	94


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President/ CEO	Date: 4/26/2007
---	-----------------------	-----------------

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

**GENERAL SECURITY
SERVICE, INC.**

FIRM NAME:

My County (WebVen) Vendor Number:

02700201

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole☐ Partnership☒ Corporation☐ Nonprofit☐ Franchise☐ Other (Please Specify):

Total Number of Employees (including owners):

109

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	1	34	1
Hispanic/Latino	0	0	1	2	14	1
Asian or Pacific Islander	0	0	0	0	5	1
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	2	0	3	1	30	6

PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

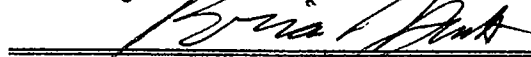
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A	-	-	-	-	-
	-	-	-	-	-

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Date:



CEO

04/26/07

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Public Security Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☒ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>40</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	<u>1</u>	<u>1</u>	<u>2</u>		<u>24</u>	
Hispanic/Latino					<u>6</u>	
Asian or Pacific Islander					<u>2</u>	
American Indian					<u>0</u>	
Filipino					<u>0</u>	
White					<u>4</u>	


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	<u>55</u> %	<u>12</u> %	<u>5</u> %	<u>0</u> %	<u>0</u> %	<u>14</u> %
Women	<u>12</u> %	<u>2</u> %	<u>0</u> %	<u>0</u> %	<u>0</u> %	<u>0</u> %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>DIRECTOR</u>	Date: <u>4-26-07</u>
---	------------------------	----------------------

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Ceed Security Services, Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☒ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 25						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1	0	0	1	10	6
Hispanic/Latino	0	0	0	1	2	2
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	1	0
Filipino	0	0	0	0	0	0
White	0	0	0	0	0	0

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	100 %	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
OSBE State Of CA.	x		x		7/07
MTA					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: General Manager	Date: 04/24/07
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